



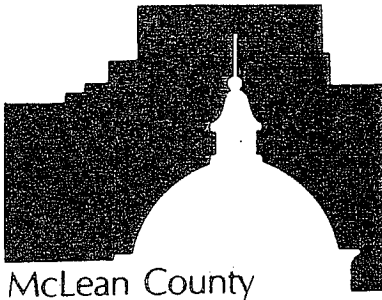
**JUSTICE COMMITTEE AGENDA**  
**Government Center, Room 400**

**Tuesday, May 6, 2008**  
**4:30 p.m.**

1. Roll Call
2. Chairman's Approval of Minutes – April 1, 2008
3. Appearance by Members of the Public
4. Departmental Matters:
  - A. Mike Emery, McLean County Sheriff
    - 1) Items to be Presented for Action:
      - a) Request Approval of continuation of Department of Justice Bulletproof Vest Partnership Grant of \$4,110.00 1-11
      - b) Request Approval of continuation of Illinois Department of Transportation (IDOT) Grant of \$22,176.00 for Holiday Mobilization 2009 12-33
    - 2) Items to be Presented for Information:
      - a) McLean County Detention Facility Population Report, April 2008 34-35
      - b) General Report
      - c) Other
  - B. Will Scanlon, Court Administrator, Circuit Court
    - 1) Items to be Presented for Action:
      - a) Request Approval of an Assessment of Filing Fee Increase of \$8.00 for the Family Visitation Center 36-44

- |    |   |       |
|----|---|-------|
|    | <ul style="list-style-type: none"> <li>b) Request Approval of State of Illinois First<br/>Renewal of the Intergovernmental Agreement<br/>Between the Department of Healthcare and<br/>Family Services and McLean County Office<br/>of the Chief Judge</li> </ul>  | 45-47 |
|    | <ul style="list-style-type: none"> <li>2) <u>Items to be Presented for Information:</u> <ul style="list-style-type: none"> <li>a) General Report</li> <li>b) Other</li> </ul> </li> </ul>   |       |
| C. | Joan Naour, Director, Correctional Health Services  |       |
|    | <ul style="list-style-type: none"> <li>1) <u>Items to be Presented for Action:</u> <ul style="list-style-type: none"> <li>a) Request Approval of a First Amendment to the<br/>Agreement with Merle Pharmacy No. 1, Inc. and<br/>McLean County Board for Provision of<br/>Pharmaceutical Services for the McLean County<br/>Detention Facility</li> </ul> </li> </ul>  | 48-51 |
|    | <ul style="list-style-type: none"> <li>2) <u>Items to be Presented for Information:</u> <ul style="list-style-type: none"> <li>a) General Report</li> <li>b) Other</li> </ul> </li> </ul>   |       |
| D. | Beth C. Kimmerling, McLean County Coroner   |       |
|    | <ul style="list-style-type: none"> <li>1) <u>Items to be Presented for Action:</u> <ul style="list-style-type: none"> <li>a) Request Approval of the Bid by Central Illinois<br/>X-Ray of \$34,370.00 for a Portable X-Ray<br/>Machine and Processor</li> </ul> </li> </ul>   | 52-56 |
|    | <ul style="list-style-type: none"> <li>2) <u>Items to be Presented for Information:</u> <ul style="list-style-type: none"> <li>a) Monthly Report, March 2008</li> <li>b) General Report</li> <li>c) Other</li> </ul> </li> </ul>  | 57    |
| E. | Roxanne Castleman, Director, Court Services   |       |
|    | <ul style="list-style-type: none"> <li>1) <u>Items to be Presented for Information:</u> <ul style="list-style-type: none"> <li>a) Court Services Adult/Juvenile Division<br/>Statistics, March 2008</li> <li>b) Juvenile Detention Center –<br/>McLean County Statistics, 2008</li> <li>c) Juvenile Detention Center –<br/>Out of County Statistics, 2008</li> <li>d) General Report</li> <li>e) Other</li> </ul> </li> </ul> | 58-59 |
|    |   | 60-61 |
|    |   | 62-63 |
| F. | Amy Davis, Public Defender  |       |
|    | <ul style="list-style-type: none"> <li>1) <u>Items to be Presented for Information:</u> <ul style="list-style-type: none"> <li>a) Monthly Caseload Report, March 2008</li> <li>b) General Report</li> <li>c) Other</li> </ul> </li> </ul>   | 64-66 |

- G. Bill Yoder, McLean County State's Attorney
  - 1) Items to be Presented for Information:
    - a) Monthly Caseload Report 67
    - b) Asset Forfeiture Fund Report 68
    - c) General Report
    - d) Other
- H. Judy Renner, Director, Children's Advocacy Center
  - 1) Items to be Presented for Information:
    - a) Monthly Statistical Report 69
    - b) CASA Report 70
    - c) General Report
    - d) Other
- I. Sandy Parker, McLean County Circuit Clerk
  - 1) Items to be Presented for Information:
    - a) Statistical Reports, March 2008 71-79
    - b) First Quarter 2008 Statistical Reports 80-88
    - c) General Report
    - d) Other
- 5. Other Business and Communication
- 6. Recommend payment of Bills and Transfers, if any, to the County Board
- 7. Adjournment



McLEAN COUNTY SHERIFF'S DEPARTMENT  
MIKE EMERY, SHERIFF  
"Peace Through Integrity"  
Administration Office  
(309) 888-5034  
104 W. Front Law & Justice Center Room 105  
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051  
Patrol Commander (309) 888-5859  
Patrol Duty Sergeant (309) 888-5019  
Jail Division (309) 888-5065  
Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Violence Division (309) 888-4940  
FAX (309) 888-5072

April 28, 2008

TO: Mr. Tari Renner, Chairman  
Justice Committee  
FROM: Sheriff Mike Emery  
SUBJ: May 6, 2008 JUSTICE COMMITTEE AGENDA

Dear Chairman Renner:

I would respectfully request that the following items be placed on the May 6, 2008 Justice Committee Agenda.

**Action**

- 1) **Continuation of Vest Grant for approval** (Please see attached)
- 2) **Continuation of IDOT (Illinois Dept. of Transportation) Grant for approval** (Please see attached).

**Information**

- 1) **McLean County Detention Facility Population Report:** (Please see attached).
- 2) **General Report**

If you have any questions prior to the meeting, please feel free to contact me.

Sincerely,

Mike Emery  
Sheriff

**McLEAN COUNTY – GRANT INFORMATION FORM**

**General Grant Information**

<b>Requesting Agency or Department:</b> McLean County Sheriff's Department		<b>This request is for:</b> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
<b>Granting Agency:</b> Department of Justice Bureau of Justice Assistance	<b>Grant Type:</b> <input checked="" type="checkbox"/> Federal, CFDA #: 16.607 <input type="checkbox"/> State <input type="checkbox"/> Other	<b>Grant Date:</b> Start: 1/1/2008  End: 12/31/2008	
<b>Grant Title:</b> Bulletproof Vest Partnership			
<b>Grant Amount:</b> \$4,110.00		<b>Grant Funding Method:</b> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
<b>Match Amount (if applicable):</b> Required Match :\$4,110.00 Overmatch: \$0.00		<b>Expected Initial Receipt Date:</b>	
<b>Grant Total Amount:</b> \$8,220.00		<b>Source of Matching Funds (if applicable):</b> N/A	
<b>Will it be likely to obtain this grant again next FY?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>Equipment Pass Through?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Monetary Pass Through?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Grant Costs Information**

<b>Will personnel be supported with this grant:</b> <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No	<b>A new hire will be responsible for financial reporting:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="left">Costs</th> </tr> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td>\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$</td> </tr> <tr> <td><b>Total Personnel Cost</b></td> <td>\$</td> </tr> <tr> <td><b>Additional Expenses</b></td> <td></td> </tr> <tr> <td>Subcontractors</td> <td>\$</td> </tr> <tr> <td>Equipment</td> <td>\$</td> </tr> <tr> <td>Other</td> <td>\$8,220.00</td> </tr> <tr> <td><b>Total Additional Expenses</b></td> <td>\$</td> </tr> <tr> <td><b>GRANT TOTAL</b></td> <td><b>\$8,220.00</b></td> </tr> </table>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	<b>Total Personnel Cost</b>	\$	<b>Additional Expenses</b>		Subcontractors	\$	Equipment	\$	Other	\$8,220.00	<b>Total Additional Expenses</b>	\$	<b>GRANT TOTAL</b>	<b>\$8,220.00</b>	<b>Description of equipment to be purchased:</b> N/A  <b>Description of subcontracting costs:</b> N/A  <b>Other requirements or obligations:</b> Purchase of approved Bulletproof Vests.
Grant Expense Chart																									
Personnel Expenses	Costs																								
Number of Employees:																									
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Fringe Benefit Cost	\$																								
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<b>GRANT TOTAL</b>	<b>\$8,220.00</b>																								

*Grant Total must match "Grant Total Amount" from General Grant Information*

**Responsible Personnel for Grant Reporting and Oversight:**

*Sheriff Mike Purney*  
 Department Head Signature

*4/28/08*  
 Date

\_\_\_\_\_  
 Grant Administrator/Coordinator Signature (if different)

\_\_\_\_\_  
 Date

OVERSIGHT COMMITTEE APPROVAL	
_____ Chairman	_____ Date



## **Bulletproof Vest Partnership PROGRAM FACT SHEET**

### **History**

The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 (Public Law 105-181) and reauthorized by the BVP Act of 2000 (Public Law 106-517), is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

Since 1999, over 11,500 jurisdictions have participated in the BVP Program, with \$118 million in federal funds committed to support the purchase of an estimated 450,000 vests. The Office of Justice Programs' Bureau of Justice Assistance (BJA) administers the BVP Program.

### **Eligibility**

Eligible jurisdictions include general purpose units of local government such as cities, counties, parishes, and municipalities; federally recognized Indian Tribes; the 50 states; the District of Columbia; American Samoa; Guam; the Northern Mariana Islands; Puerto Rico; and the U.S. Virgin Islands.

Eligible law enforcement officers for BVP Program purposes include police officers; sheriff deputies; correctional officers; parole and probation agents; prosecutors; and judicial officials.

### **Funding**

BVP funds up to 50 percent of the cost of each vest purchased or replaced by law enforcement applicants. Only vest models that comply with the requirements of the Office of Justice Programs' National Institute of Justice (NIJ) may be purchased with BVP Program funds.

The BVP Act of 1998 requires that at least half of all appropriated funds support applications from jurisdictions with populations under 100,000 people. When the BVP Program was reauthorized for an additional three years (FY 2002 – 2004), a new allocation principle required funding the full 50 percent of requested vest needs for applications from jurisdictions under 100,000, with any remaining funds available for applications from jurisdictions over 100,000 people.

### **Vest Selection**

In November 2003, Attorney General John Ashcroft announced a Body Armor Safety Initiative in response to the failure of a bullet-resistant vest worn by a police officer in Pennsylvania. NIJ was directed to initiate an examination of Zylon®-based bullet-resistant vests (both new and used) and to review the existing program by which bullet-resistant vests are tested to determine if the program needs modification.

Having completed its latest phase of ballistic and mechanical properties testing, NIJ has determined that used Zylon® - containing vests may not provide the intended level of ballistic resistance. In response to this determination, NIJ has issued a body armor standard advisory notice concerning Zylon®, and has issued new interim requirements for its body armor compliance testing program that will become effective on September 26, 2005. Until the effective date of the interim requirements, jurisdictions that participate in the

BVP program will be ineligible to receive payment for new orders placed for any body armor vest that contains Zylon®.

A list of vest models that comply with the NIJ interim requirements will be maintained at:  
<http://www.iustnet.org>.

### **Additional Funds for FY 2005**

Pursuant to the FY 2005 Department of Justice Appropriations Act, \$23.6 million was made available for the purchase of vests through the annual BVP Program application process. Further to the Body Armor Safety Initiative, to better meet the vest replacement needs of America's law enforcement agencies this year, Attorney General Alberto Gonzales will make an additional \$10 million available immediately. This additional funding will be available through a special BVP solicitation that will open on August 24, 2005 and close on September 22, 2005.

### **How to Apply**

The entire BVP application and payment process occurs online at <https://vests.ojp.gov>.

### **Related Links**

[FY 2005 BVP Payments](#)

### **Contact**

Linda Hammond-Deckard, Program Manager  
Bureau of Justice Assistance  
Office of Justice Programs  
U.S. Department of Justice  
810 Seventh Street NW  
Washington, DC 20531  
1-877-758-3787  
[Linda.Hammond-Deckard@usdoj.gov](mailto:Linda.Hammond-Deckard@usdoj.gov)

Section Status &gt; Current Status &gt; Jurisdiction Current Status

OMB #1121-0235  
(Expires: 10/31/2006)**MCLEAN COUNTY, IL**

This "Status" page shows any pending actions that must be completed prior to program deadlines. It also provides you with payment(s) status for tracking your requests for approved funds.

- Red X's indicate your attention is needed in order to complete a task for action.

**Current Activity Status**Application ☒ Sent for BVP Approval[View Details](#)

Payments Request \$1,257.55 on December 06, 2007 from Regular Fund

Payment Requested from BVP

**Balance Summary**

Total Amount Awarded	\$6,199.98
Total Payments Made	\$4,942.43
Payments on Hold	\$0.00
Total Unpaid Requests to Date	<del>\$1,257.55</del>
Amount Available for Additional Requests	\$0.00



Section Application &gt; Review Application &gt; Review BVP Application for Funding

OMB #1121-0235  
(Expires: 10/31/2006)

Below is the current status of your application.

Jurisdiction:	MCLEAN COUNTY
Jurisdiction's <u>Vest Replacement Cycle</u> :	5 Years
<u>Unspent BVP Funds Remaining</u>	\$0.00
Unspent BVP Funds <u>Obligated</u> for Vest Purchases:	N/A
<u>Emergency Replacement Needs</u> :	0

**Review BVP Application for Funding**

Applicant	Quantity	Total Cost	Date Submitted	Application Status
MCLEAN COUNTY	15	\$8,220.00	04/08/08	Sent for BVP Approval
Grand Totals:	15	\$8,220.00		

Section Receipts &gt; Receipt Reports &gt; Receipt Report List

OMB #1121-0235  
(Expires: 10/31/2006)

There are no receipts reported at this time.

Total Approved Amount (All Years)	\$6,199.98
Total Payments Made to Date	\$0.00
Total Payments on Hold	\$0.00
Total Unpaid Requests to Date	\$1,257.55
Amount Available for Additional Requests - Regular Fund	\$0.00

## Receipt Report List

Jurisdiction/Agency	Funds Source	Report Date	Retail Total Cost	Discount Total Cost	Maximum BVP Payment	Actions
<b>Total Costs</b>			\$0.00	\$0.00	\$0.00	
<b>BVP Portion of Payment Requested</b>					\$0.00	

[Return to Manage Receipts](#)

**BVP Portion of Payment Requested** is paid in full only if the Amount Available for Additional Requests is greater than or equal to funds remaining. **Important:** Vests ordered before April 1, 2006 are only eligible for drawdown against funds from 2005 and earlier. Vests must also have met the NIJ requirements as of the order date.

Section Payment &gt; Payment History

OMB #1121-0235  
(Expires: 10/31/2006)**Payments Pending**

<b>Date Requested</b>	<b>Total Reported</b>	<b>Amount Requested</b>	<b>Receipt Details</b>
12/06/2007	\$5,020.00	\$1,257.55	<a href="#">View Details</a>

**Payments on Hold**

There are no payments on hold by BVP

**Payments made by BVP**

<b>Date Requested</b>	<b>Total Reported</b>	<b>Amount Requested</b>	<b>Paid Amount</b>	<b>Payment Date</b>	<b>Receipt Details</b>
11/01/2001	\$11,732.00	\$5,866.00	\$4,197.13	11/30/2001	<a href="#">View Details</a>
03/19/2007	\$1,512.00	\$745.30	\$745.30	04/20/2007	<a href="#">View Details</a>

Section Status &gt; Application History

OMB #1121-0235  
(Expires: 10/31/2006)

Previous Applications					
Program	Date Approved	Amount Approved	Funds Available	Deobligation Date	Action
2007 Regular Solicitation	09/13/2007	1,257.55	0.00	09/30/2011	<a href="#">View Details</a>
2006 Regular Solicitation	02/06/2007	745.30	0.00	09/30/2010	<a href="#">View Details</a>
2001 Regular Solicitation	05/15/2001	4,197.13	0.00	09/30/2005	<a href="#">View Details</a>
<b>Totals:</b>		\$6,199.98	\$0.00		

2007

Section Status &gt; Application History &gt; Application Details

OMB #1121-0235  
(Expires: 10/31/2006)**Application Profile**

Jurisdiction's Vest Replacement Cycle: 5 Years  
Unspent BVP Funds Obligated for Vest Purchases: \$0.00  
Emergency Replacement Needs: 0

**Application Details**

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
HC-5105-II	13	\$499.00	\$6,487.00	\$130.00	\$6,617.00
<b>Grand Totals</b>	<b>13</b>		<b>\$6,487.00</b>	<b>\$130.00</b>	<b>\$6,617.00</b>

**Award Summary for FY2007 Regular Solicitation**

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$6,617.00	\$1,257.55	09/13/07	Approved By BVP
<b>Grand Totals:</b>	<b>\$6,617.00</b>	<b>\$1,257.55</b>		

[Return](#)

Section Status &gt; Application History &gt; Application Details

OMB #1121-0235  
(Expires: 10/31/2006)**Application Profile**

Jurisdiction's Vest Replacement Cycle: 5 Years  
Unspent BVP Funds Obligated for Vest Purchases: \$0.00  
Emergency Replacement Needs: 0

**Application Details**

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
SMF-II+L 507120	13	\$535.00	\$6,955.00	\$104.00	\$7,059.00
<b>Grand Totals</b>	<b>13</b>		<b>\$6,955.00</b>	<b>\$104.00</b>	<b>\$7,059.00</b>

**Award Summary for FY2006 Regular Solicitation**

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$7,059.00	\$745.30	10/19/06	Approved By BVP
<b>Grand Totals:</b>	<b>\$7,059.00</b>	<b>\$745.30</b>		

[Return](#)

**McLEAN COUNTY - GRANT INFORMATION FORM**

**General Grant Information**

<b>Requesting Agency or Department:</b> McLean County Sheriff's Department		<b>This request is for:</b> <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
<b>Granting Agency:</b> Illinois Department of Transportation		<b>Grant Type:</b> <input type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other	<b>Grant Date:</b> Start: 10/1/2008  End: 9/30/2009
<b>Grant Title:</b> Holiday Mobilization 2009			
<b>Grant Amount:</b> \$22,176.00		<b>Grant Funding Method:</b> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date:	
<b>Match Amount (if applicable):</b> Required Match :\$ Overmatch: \$			
<b>Grant Total Amount:</b> \$22,176.00		<b>Source of Matching Funds (if applicable):</b> N/A	
<b>Will it be likely to obtain this grant again next FY?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Equipment Pass Through?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Monetary Pass Through?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Grant Costs Information**

<b>Will personnel be supported with this grant:</b> <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No		<b>A new hire will be responsible for financial reporting:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
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*Grant Total must match "Grant Total Amount" from General Grant Information*

**Responsible Personnel for Grant Reporting and Oversight:**

  
Department Head Signature

4/28/08  
Date

\_\_\_\_\_  
Grant Administrator/Coordinator Signature (if different)

\_\_\_\_\_  
Date

OVERSIGHT COMMITTEE APPROVAL	
_____ Chairman	_____ Date

Form Date: 4/21/06



# Illinois Department of Transportation

# COPY

## Highway Safety Project Agreement, Conditions and Certifications

MAILED 3-28-08

1A. GRANTEE: McLean County Sheriff's Office		2A. Project Title: 2009 Holiday Mobilization Plus	
1B. Address: 104 W. Front St. Rm 105 P.O. Box 2400 Bloomington IL. 61702		2B. Project Number:	2C. PSP Task Number(s):
FEIN: 37-6001569		2D. PSP Title:	2E. CFDA Number and Name:
1C. County: McLean			
1D. Population: 161,202			
5A-E. Project Description: See attached <i>It is understood and agreed by the GRANTEE that this project is subject to Sections 5A-5E of the attached Project Description.</i>		3. Starting Date: October 1, 2008 4. Expiration Date: September 30, 2009	

5F. Project Description Summary: These funds will allow the agency to conduct special enforcement for alcohol mobilizations and/or occupant protection mobilizations during one or more of the following campaigns: 1. Thanksgiving Campaign, 2. Christmas/New Years Campaign, 3. Super Bowl Campaign, 4. St. Patrick's Day Campaign, 5. Cinco de Mayo Campaign, 6. Memorial Day Campaign, 7. July 4<sup>th</sup> Campaign, 8. Labor Day Campaign, 9. Additional RSC's and 10. Additional SBEZ's.

5G. Proposed Project Personal Services Budget	Federal Funds
Thanksgiving Campaign	\$693.00
Christmas and New Year's Campaign	\$2,849.00
Super Bowl Campaign	\$1,886.50
St. Patrick's Day Campaign	\$2,849.00
Cinco de Mayo Campaign	\$2,849.00
Memorial Day Campaign	\$1,155.00
Independence Day Campaign	\$3,773.00
Labor Day Campaign	\$3,773.00
Additional RSC's Plus	\$2,348.50
Additional SBEZ's Plus	\$0.00
<b>Total</b>	<b>\$22,176.00</b>

- 6A. It is understood and agreed by the undersigned GRANTEE that this project is subject to all attached Highway Safety Project Agreement Conditions and Certifications in Section 8, 9 and 10 and any other attachments as required.
- 6B. Obligation of the State of Illinois and the Illinois Department of Transportation shall cease immediately, without penalty or further payment required if, in any fiscal year, the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available funds for this agreement.
- 6C. By signing this Highway Safety Project Agreement, the undersigned affirms that he or she is authorized by the Grantee to legally bind the Grantee to each and every item in the Highway Safety Project Agreement, Conditions and Certifications and has read and will comply with and assures continued compliance with each of the attached conditions and certifications, that the required responses and communications with the DEPARTMENT are true and correct and that the signatures below constitute an endorsement and execution of each condition and certification and assurance as though each was individually signed.

<p>7A. GRANTEE Project Director:</p> <p>Name: Brent Wick</p> <p>Title: Lieutenant</p> <p>Address: 104 W. Front St. Rm 105 Bloomington IL. 61702</p> <p>Phone: 309 888-5034 Fax: 309 888-5072</p> <p>E-mail: brent.wick@mcleancountyil.gov</p> <p><i>[Signature]</i> <u>3-28-08</u> Signature Date</p>	<p>7B. GRANTEE Authorizing Representative:</p> <p>Name: Mike Emery</p> <p>Title: Sheriff</p> <p>Address: 104 W. Front St. Rm 105 Bloomington IL. 61702</p> <p>Phone: 309 888-5034 Fax: 309 888-5072</p> <p>E-mail: mike.emery@mcleancountyil.gov</p> <p><i>[Signature]</i> <u>3-28-08</u> Signature Date</p>
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7C. Illinois Department of Transportation:

Michael R. Stout, Director, Division of Traffic Safety

Date



## Instructions for TS08a

Attached are the 2009 Fiscal Year, Holiday Mobilization Plus Highway Safety Project Agreement and campaign request forms. To participate in the campaigns, type in the requested information in the grey boxes following each title throughout the document. To be sure you fill in each required field, hit the "Tab" key on your keyboard and it will take you to each grey box. IDOT will insert the information in 2B, 2C, 2D and 2E. If you would like to include additional information for any of the campaigns, please attach a separate page to the back of the application. On Page 1, the Project Director (7A) and Authorizing Representative (7B) must be two different people. **The person signing as the Authorizing Representative must affirm that he or she is authorized by the Grantee to legally bind the Grantee to each and every term in the Highway Safety Project Agreement, Conditions and Certification.** Further, the Personal Services (5G) dollar figure should be the sum of the totals from each mobilization campaign. Once the packet is completed, print, sign Page 1, then mail the entire packet (original and one (1) copy) to the following address:

Law Enforcement Liaison Program  
Holiday Mobilization Grant Request  
3215 Executive Park Drive  
P.O. Box 19245  
Springfield, IL 62794-9245

**All mobilization requests must be received at the Division of Traffic Safety no later than April 3, 2008.** If you have questions while completing the package, call (217) 782-1805.

If selected for participation your agency will receive approval from the Director of the Division of Traffic Safety. Attached will be a copy of the Highway Safety Project Agreement, Conditions and Certifications and campaign sheets detailing the approved amount of funding.

### Requirements

Participation in the Labor Day and Memorial Day Campaigns is mandatory for an agency to receive a Holiday Mobilization Plus grant.

Agencies may hold additional Roadside Safety Checks (RSC's) equal to the number of hours they utilize for the Labor Day Campaign during non-holiday time periods. Schedules for those RSC's shall be provided to the assigned Law Enforcement Liaison (LEL) as soon as available.

Agencies may hold additional Safety Belt Enforcement Zones (SBEZ's) equal to the number of hours they utilize for the Memorial Day Campaign during non-holiday time periods. Schedules for those additional SBEZ's shall be provided to the assigned LEL as soon as available.

The Cinco de Mayo mobilization requires specific information documenting a significant Hispanic population, a special celebration or event in or near your jurisdiction, or last year's holiday statistics demonstrate a need for extra patrols. This section must be reviewed and approved by the Division of Traffic Safety before funding will be granted for Cinco de Mayo.

All personnel participating in alcohol-related grant activities must be trained in the Standardized Field Sobriety Tests. Approved training in this area consists of the 24-hour NHTSA, DWI Detection and Standardized Field Sobriety Testing course (24-hour course) or the IDOT-DTS created 8-hour refresher. Those personnel attending an ILETSB accredited academy or a 24-hour course provided by one of the MTUs since 01/01/2005 have satisfied this requirement (any SFST course shorter than 24 hours will not qualify for this requirement). Those personnel who have not received the 24-hour course since 01/01/2005, but who have taken an ILETSB accredited academy or a 24-hour course provided by one of the MTUs prior to 01/01/2005, may satisfy the requirement by attending either the 24-hour course or the 8-hour refresher created by IDOT-DTS. These courses must be taught by certified SFST instructors.

SBEZ's for the Thanksgiving and Memorial Day Holidays plus any additional SBEZ's must have a minimum of 25% of the zones conducted between 9 pm and 6 am.

RSC's, Flexible RSC's and Roving Saturation Patrols must take place between 11 pm and 6 am.

## Restrictions - Flexible Roadside Safety Check

"Flexible Roadside Safety Checks" will again be offered during the alcohol-related campaigns. The intent of this option is to create the illusion of a Roadside Safety Check without the staffing commitment of an actual Roadside Safety Check. This tactic has successfully affected the public perception in other parts of the country. Advance public notice is not required. The following requirements must be met to conduct this detail, sometimes referred to as a "Phantom RSC". It is important to remember that this is not an actual RSC detail.

- Must be conducted on a date when a Roadside Safety check is being conducted within ten miles of the intended area for the Flexible RSC. The regularly scheduled RSC does not have to be conducted by the agency planning the Flexible RSC.
- One or two officers only.
- Three hours in duration overlapping the regularly scheduled RSC.
- Must move at least once for a minimum of two locations during the three hours.
- Must prominently display RSC signs where they can be seen by the public. (These signs can be borrowed from the Division of Traffic Safety.)
- Overhead rotating squad car lights must be operating during the detail to attract attention and provide for safety.
- Traffic should not be impeded or blocked.
- No cars are to be checked or stopped unless officers observe a violation that would warrant enforcement action under normal patrol conditions.
- Consider supplementing the detail with regular patrol units to stop drivers who violate traffic laws avoiding the detail location.

**Memorial Day Mobilization  
May 15 – May 31, 2009**

**Safety Belt Enforcement Zones (SBEZ's)**

Indicate the number of Night Time or Day Time SBEZ's your agency will conduct (not # of officers).

Day Time Safety Belt Enforcement Zone(s)
3

Night Time (9 pm - 6 am) Safety Belt Enforcement Zone(s) - (minimum 25%)
2

# of Officers (per detail) 3	<div style="display: inline-block; vertical-align: middle;"> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">Total Hours (officers x hours x details) 30</div> <div style="font-size: 2em; vertical-align: middle;">X</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">Average Overtime Rate \$38.50</div> <div style="font-size: 2em; vertical-align: middle;">=</div> <div style="border: 1px solid black; padding: 5px;">TOTAL \$1,155.00</div> </div>
# of Hours (per detail) 2	
# of Details (total for campaign) 5	

**Thanksgiving Campaign  
November 14 – November 30, 2008**

**Safety Belt Enforcement Zones (SBEZ's)**

Indicate the number of Night Time or Day Time SBEZ's your agency will conduct (not # of officers).

Day Time Safety Belt Enforcement Zone(s)
2

Night Time (9 pm to 6 am) Safety Belt Enforcement Zone(s) - (minimum 25%)
1

# of Officers (per detail) 3	<div style="display: inline-block; vertical-align: middle;"> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">Total Hours (officers x hours x details) 18</div> <div style="font-size: 2em; vertical-align: middle;">X</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">Average Overtime Rate \$38.50</div> <div style="font-size: 2em; vertical-align: middle;">=</div> <div style="border: 1px solid black; padding: 5px;">TOTAL \$693.00</div> </div>
# of Hours (per detail) 2	
# of Details (total for campaign) 3	

**Additional Safety Belt Enforcement Zones (SBEZ's)  
Dates to be Determined by the Local Agency**

Indicate the number of Night Time or Day Time SBEZ's your agency will conduct (not # of officers). Dates of SBEZ's must be approved by the assigned DTS LEL in advance of the detail. The number of hours utilized for these checks cannot exceed the number of hours utilized for the Memorial Day Campaign.

Day Time Safety Belt Enforcement Zone(s)
0

Night Time (9 pm to 6 am) Safety Belt Enforcement Zone(s) - (minimum 25%)
0

# of Officers (per detail) 0	<div style="display: inline-block; vertical-align: middle;"> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">Total Hours (officers x hours x details) 0</div> <div style="font-size: 2em; vertical-align: middle;">X</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">Average Overtime Rate \$</div> <div style="font-size: 2em; vertical-align: middle;">=</div> <div style="border: 1px solid black; padding: 5px;">TOTAL \$0.00</div> </div>
# of Hours (per detail) 0	
# of Details (total for campaign) 0	

**Christmas & New Year's Campaign  
December 19, 2008 – January 4, 2009**

**Roadside Safety Checks**

Indicate how many of the following Roadside Safety Checks will be administered by your agency (not # of officers).

Stand Alone 6-7 Officers	Joint with Agency 6-7 Officers	Joint with JSP 1-6 Officers
		2

# of Officers (per detail) 5	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>Total Hours</b> (officers x hours x details)  50         </div>	X	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>Average Overtime Rate</b>  \$38.50         </div>	=	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>TOTAL</b>  \$1,925.00         </div>
# of Hours (per detail) 5					
# of Details (total for campaign) 2					

Indicate how many of the following Flexible Roadside Safety Checks will be administered by your agency (not # of officers).

Flexible RSC ** Restrictions Apply **

# of Officers (per detail)	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>Total Hours</b> (officers x hours x details)  0         </div>	X	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>Average Overtime Rate</b>  \$         </div>	=	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>TOTAL</b>  \$0.00         </div>
# of Hours (per detail)					
# of Details (total for campaign) 0					

Indicate how many of the following Roving Saturation Patrols will be administered by your agency (not # of officers).

Roving Saturation Patrols
2

# of Officers (per detail) 3	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>Total Hours</b> (officers x hours x details)  24         </div>	X	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>Average Overtime Rate</b>  \$38.50         </div>	=	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>TOTAL</b>  \$924.00         </div>
# of Hours (per detail) 4					
# of Details (total for campaign) 2					

**GRAND TOTAL OF ALL PATROL TYPES**

The grand total should be the total of the 3 "total" boxes above.  
This will be your requested amount for this campaign.

GRAND TOTAL
\$2,849.00

**Super Bowl Campaign  
January 30 – February 15, 2009**

**Roadside Safety Checks**

Indicate how many of the following Roadside Safety Checks will be administered by your agency (not # of officers).

Stand Alone 6-7 Officers	Joint with Agency 6-7 Officers	Joint with ISP 1-6 Officers
		1

# of Officers (per detail) 5	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details)  25</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate  \$38.50</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL  \$962.50</div> </div>
# of Hours (per detail) 5	
# of Details (total for campaign) 1	

Indicate how many of the following Flexible Roadside Safety Checks will be administered by your agency (not # of officers).

Flexible RSC ** Restrictions Apply **

# of Officers (per detail)	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details)  0</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate  \$</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL  \$0.00</div> </div>
# of Hours (per detail)	
# of Details (total for campaign) 0	

Indicate how many of the following Roving Saturation Patrols will be administered by your agency (not # of officers).

Roving Saturation Patrols
2

# of Officers (per detail) 3	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details)  24</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate  \$38.50</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL  \$924.00</div> </div>
# of Hours (per detail) 4	
# of Details (total for campaign) 2	

**GRAND TOTAL OF ALL PATROL TYPES**

The grand total should be the total of the 3 "total" boxes above.  
This will be your requested amount for this campaign.

GRAND TOTAL
\$1,886.50

**St. Patrick's Day Mobilization  
March 6 - 22, 2009**

**Roadside Safety Checks**

Indicate how many of the following Roadside Safety Checks will be administered by your agency (not # of officers).

Stand Alone 6-7 Officers	Joint with Agency 6-7 Officers	Joint with ISP 1-6 Officers
		2

# of Officers (per detail) 5	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details)  50</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate  \$38.50</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL  \$1,925.00</div> </div>
# of Hours (per detail) 5	
# of Details (total for campaign) 2	

Indicate how many of the following Flexible Roadside Safety Checks will be administered by your agency (not # of officers).

Flexible RSC ** Restrictions Apply **

# of Officers (per detail)	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details)  0</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate  \$</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL  \$0.00</div> </div>
# of Hours (per detail)	
# of Details (total for campaign) 0	

Indicate how many of the following Roving Saturation Patrols will be administered by your agency (not # of officers).

Roving Saturation Patrols
2

# of Officers (per detail) 3	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details)  24</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate  \$38.50</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL  \$924.00</div> </div>
# of Hours (per detail) 4	
# of Details (total for campaign) 2	

**GRAND TOTAL OF ALL PATROL TYPES**

The grand total should be the total of the 3 "total" boxes above.  
This will be your requested amount for this campaign.

GRAND TOTAL
\$2,849.00

**Cinco de Mayo Mobilization**  
**April 24 – May 10, 2009**

**Roadside Safety Checks**

Indicate how many of the following Roadside Safety Checks will be administered by your agency (not # of officers).

Stand Alone 6-7 Officers	Joint with Agency 6-7 Officers	Joint with ISP 1-6 Officers
		2

# of Officers (per detail) 5	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details) 50</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate \$38.50</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL \$1,925.00</div> </div>
# of Hours (per detail) 5	
# of Details (total for campaign) 2	

Indicate how many of the following Flexible Roadside Safety Checks will be administered by your agency (not # of officers).

Flexible RSC ** Restrictions Apply **

# of Officers (per detail)	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details) 0</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate \$</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL \$0.00</div> </div>
# of Hours (per detail)	
# of Details (total for campaign) 0	

Indicate how many of the following Roving Saturation Patrols will be administered by your agency (not # of officers).

Roving Saturation Patrols
2

# of Officers (per detail) 3	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details) 24</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate \$38.50</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL \$924.00</div> </div>
# of Hours (per detail) 4	
# of Details (total for campaign) 2	

Please include below why your agency would benefit from this particular campaign; include any special celebrations or events, surrounding Hispanic population data or previous years' statistics:

According to the 2006 census, McLean County has a Hispanic population of 5,295 or 3.3% for the county. During a previous campaign the Sheriff's Office made the following arrests, 4 DUI, 3 DWLS/ DWLR and 1 criminal arrest. We also issued 5 safety belt citations and 4 citations for no insurance.

**GRAND TOTAL OF ALL PATROL TYPES**

The grand total should be the total of the 3 "total" boxes above.  
This will be your requested amount for this campaign.

GRAND TOTAL
\$2,849.00

**Independence Day Campaign  
June 19 – July 6, 2009**

**Roadside Safety Checks**

Indicate how many of the following Roadside Safety Checks will be administered by your agency (not # of officers).

Stand Alone 6-7 Officers	Joint with Agency 6-7 Officers	Joint with ISP 1-6 Officers
		2

# of Officers (per detail) 5	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details) 50</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate \$38.50</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL \$1,925.00</div> </div>
# of Hours (per detail) 5	
# of Details (total for campaign) 2	

Indicate how many of the following Flexible Roadside Safety Checks will be administered by your agency (not # of officers).

Flexible RSC ** Restrictions Apply **

# of Officers (per detail)	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details) 0</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate \$</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL \$0.00</div> </div>
# of Hours (per detail)	
# of Details (total for campaign) 0	

Indicate how many of the following Roving Saturation Patrols will be administered by your agency (not # of officers).

Roving Saturation Patrols
3

# of Officers (per detail) 4	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details) 48</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate \$38.50</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL \$1,848.00</div> </div>
# of Hours (per detail) 4	
# of Details (total for campaign) 3	

**GRAND TOTAL OF ALL PATROL TYPES**

The grand total should be the total of the 3 "total" boxes above.  
This will be your requested amount for this campaign.

GRAND TOTAL
\$3,773.00



**Labor Day Campaign  
August 21 – September 7, 2009**

**Roadside Safety Checks**

Indicate how many of the following Roadside Safety Checks will be administered by your agency (not # of officers).

Stand Alone 6-7 Officers	Joint with Agency 6-7 Officers	Joint with ISP 1-6 Officers
		2

# of Officers (per detail) 5	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details)  50</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate  \$38.50</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL  \$1,925.00</div> </div>
# of Hours (per detail) 5	
# of Details (total for campaign) 2	

Indicate how many of the following Flexible Roadside Safety Checks will be administered by your agency (not # of officers).

Flexible RSC ** Restrictions Apply **

# of Officers (per detail)	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details)  0</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate  \$</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL  \$0.00</div> </div>
# of Hours (per detail)	
# of Details (total for campaign) 0	

Indicate how many of the following Roving Saturation Patrols will be administered by your agency (not # of officers).

Roving Saturation Patrols
3

# of Officers (per detail) 4	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details)  48</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate  \$38.50</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL  \$1,848.00</div> </div>
# of Hours (per detail) 4	
# of Details (total for campaign) 3	

**GRAND TOTAL OF ALL PATROL TYPES**

The grand total should be the total of the 3 "total" boxes above.  
This will be your requested amount for this campaign.

GRAND TOTAL
\$3,773.00

**Additional Roadside Safety Checks (RSC's)  
Dates to be Determined by the Local Agency**

**Roadside Safety Checks**

Indicate how many of the following Roadside Safety Checks will be administered by your agency (not # of officers).

Stand Alone 6-7 Officers	Joint with Agency 6-7 Officers	Joint with ISP 1-6 Officers
		1

# of Officers (per detail) 5	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details)  25</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate  \$38.50</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL  \$962.50</div> </div>
# of Hours (per detail) 5	
# of Details (total for campaign) 1	

Indicate how many of the following Flexible Roadside Safety Checks will be administered by your agency (not # of officers).

Flexible RSC ** Restrictions Apply **

# of Officers (per detail)	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details)  0</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate  \$</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL  \$0.00</div> </div>
# of Hours (per detail)	
# of Details (total for campaign) 0	

Indicate how many of the following Roving Saturation Patrols will be administered by your agency (not # of officers).

Roving Saturation Patrols
3

# of Officers (per detail) 3	<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Total Hours (officers x hours x details)  36</div> <div style="font-size: 2em; margin: 0 10px;">X</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">Average Overtime Rate  \$38.50</div> <div style="font-size: 2em; margin: 0 10px;">=</div> <div style="border: 1px solid black; padding: 5px; margin: 0 10px;">TOTAL  \$1,386.00</div> </div>
# of Hours (per detail) 4	
# of Details (total for campaign) 3	

**GRAND TOTAL OF ALL PATROL TYPES**

The grand total should be the total of the 3 "total" boxes above.  
This will be your requested amount for this campaign.

GRAND TOTAL
\$2,348.50

# FFY 2009 Campaign Consolidation Dates

Campaign	Campaign Emphasis	Pre Enforcement PI&E Start Date	Paid Advertising Campaign	Press Release Date	Enforcement	Post Enforcement Media Release	Data Collection Form Due
<i>Thanksgiving Holiday Campaign</i>	Safety Belt Enforcement	November 10	Yes	November 26	November 14 - 30	December 1 - 7	December 10
<i>Christmas &amp; New Year's Campaign</i>	Alcohol Enforcement	December 8	Yes	December 23	December 19 - January 4, 2008	January 5 - 11	January 10
<i>Super Bowl Holiday Campaign</i>	Alcohol Enforcement	January 26	No	January 31	January 30 - February 15	February 16 - 22	March 10
<i>St. Patrick's Day Holiday Campaign</i>	Alcohol Enforcement	March 9	No	March 16	March 6 - 22	March 23 - 29	April 10
<i>Cinco de Mayo Holiday Campaign</i>	Alcohol Enforcement	April 27	No	May 1	April 24 - May 10	May 11 - 17	June 10
<i>Memorial Day Holiday Campaign</i>	Safety Belt Enforcement	May 11	Yes	May 21	May 15 - 31	June 8 - 15	June 10
<i>July 4th Holiday Campaign</i>	Alcohol Enforcement	June 15	Yes	July 2	June 19 - July 6	July 7 - 13	August 10
<i>Labor Day Holiday Campaign</i>	Alcohol Enforcement	August 17	Yes	September 3	August 21 - September 7	September 8 - 14	September 10

## 8. Highway Safety Project Agreement Conditions and Certifications

The following certifications, assurances, general conditions of approval and procedural guidelines constitute a part of the Highway Safety Project Agreement. Signatories of the Highway Safety Project Agreement Conditions and Certifications agree that these conditions and procedures will be adhered to unless amended in writing. Any State or Federal statute, administrative rule, regulation or other publication referred to in this agreement may not contain the complete language. The official published text, which is incorporated herein by reference, shall be the controlling authority for this agreement.

### State of Illinois Certifications, Assurances and Conditions of Approval

- A. **Laws of Illinois.** The Highway Safety Project Agreement ("AGREEMENT") between the Applicant Agency ("GRANTEE") and the Illinois Department of Transportation ("DEPARTMENT") shall be governed in all respects by the laws of the State of Illinois.
- B. **Agreement Alterations or Modifications.** All alterations or modifications to the AGREEMENT provisions, conditions or certifications must be requested in writing and must be approved by the DEPARTMENT in writing, before work is started, to become effective and part of the AGREEMENT. No oral understanding or agreement shall be binding upon either party.
- C. **Procurement Procedures.** All procurement transactions for contractual services, commodities and equipment shall be conducted in a manner that provides maximum open and free competition. The GRANTEE shall also meet the following minimum procedural requirements, as well as any specific procedures written into the narrative of this agreement.
  1. Solicitations of offers shall include a description of the technical requirements for the products or service to be procured.
  2. Awards shall be made only to responsible bidders that can meet the preceding requirements.
  3. Small purchase procedures, which consist of obtaining verbal or written price or rate quotations from at least three qualified sources, may be used for products or services having a total value of not more than \$10,000.00. Purchase is to be made from vendor with lowest quote.
  4. Formal advertising procedures shall be used for products, which may include associated nonprofessional services having a total value of more than \$10,000.00. An invitation for bids, with item specifications and supplier requirements, shall be publicly advertised. In addition, bids shall be solicited from an adequate number of known suppliers. Bids shall be opened publicly and a fixed-price contract award made to that responsible bidder whose bid, conforming to the invitation for bids, is lowest, unless that bid is rejected because of sound and documented business reasons to further the best interest of the project.
  5. Competitive negotiation procedures shall be used to procure services having a total value of more than \$10,000.00. The Request for Proposal shall be publicized and proposals shall be solicited from an adequate number of qualified sources. Negotiations are normally conducted with more than one source and a cost-reimbursement contract shall be awarded based on a technical evaluation of the proposals received. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly.
  6. Non-competitive negotiation, the procurement through solicitation of a proposal from one source, is allowed if the products or services are available only from a single source or, if after a number of sources have been solicited, competition is determined inadequate. The DEPARTMENT must authorize this procedure.
  7. The GRANTEE will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.
  8. The GRANTEE shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to, information pertinent to: rationale for the method of procurement, selection of contract type, contractor selection or rejection and basis for the cost or price.

9. No employee or representative of the DEPARTMENT or the GRANTEE shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. Nor shall such persons solicit or accept anything of monetary value from bidders or suppliers.
10. The GRANTEE must comply with any special conditions detailed in the contract, the Illinois Procurement Code (30 ILCS 500) and any local ordinances or regulations.
- D. Requirements for Consultant Contracts and Subcontracts.** After a consultant and/or subcontractor is selected in accordance with all requirements of this AGREEMENT including the Section titled Procurement Procedures, as detailed herein, the consultant contract or subcontract shall be submitted to the DEPARTMENT for approval prior to execution. The GRANTEE and consultant and/or subcontractor are subject to all conditions and certifications of this AGREEMENT and 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government or 49 CFR Part 19 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, whichever is applicable.
- E. Travel Out of State.** All out of state travel requires specific approval from the DEPARTMENT on a case by case basis. To allow adequate time for approval, out of state travel must be submitted for approval at least 30 days prior to the planned trip.
- F. Method of Payment.** Funds shall not be advanced to the GRANTEE but rather reimbursed for actual expenditures upon submission of proper supportive documentation. Copies of the original source records which evidence all expenditures shall be submitted with claims for reimbursement of costs. Only those costs incurred within the approved project period and budget are eligible for reimbursement.
1. Because the DEPARTMENT is responsible for obtaining federal reimbursement for project expenditures, it is necessary that the DEPARTMENT monitor all procedures and documents which will be used to claim and support project related expenditures. Original documentation to verify the amounts, uses and recipients of all disbursements of funds shall be retained in accordance with 49 CFR Part 18, Subpart A, Section 18.42 and shall be available for audit at any time during the project and retention period.
  2. Proper supportive documentation required for costs incurred is described in the guidelines entitled, "Procedures for Submittal of Claims for Reimbursement", incorporated herein by reference and which shall be furnished by the DEPARTMENT to the GRANTEE with the executed AGREEMENT.
  3. Claims for reimbursement shall be in accordance with the rates established in the Proposed Project Budget established in this AGREEMENT and shall be submitted on a monthly or quarterly basis. All claims shall be signed by both the Project Director and the GRANTEE'S Authorizing Representative. The final claim for reimbursement must be received by the DEPARTMENT by November 1st or within 30 days following the expiration of the grant, whichever is earlier, to receive payment.
  4. Claims for reimbursement by the GRANTEE to the DEPARTMENT pursuant to this AGREEMENT shall be sent to your assigned Department contact.
- G. Allocation of Grant Funds.**
1. The GRANTEE may spend only those funds which are eligible for reimbursement by the DEPARTMENT. This grant authorizes the GRANTEE to request reimbursement for no more than the limits established by the Proposed Project Budget.
  2. Prior approval from the DEPARTMENT is required for all fund transfers between cost categories of the Proposed Project Budget. The GRANTEE must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and the rationale for the transfer.

H. **Termination or Cancellation of the Highway Safety Project Agreement.** No termination or cancellation of the AGREEMENT shall be effective unless the following conditions are met.

1. The obligation of the State of Illinois and the DEPARTMENT shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for the contract.
2. This AGREEMENT may be terminated or cancelled by either party upon thirty (30) days written notice.
3. Failure to carry out the conditions set forth herein shall constitute a breach of the AGREEMENT and may result in termination of the AGREEMENT or such remedy as appropriate. Upon termination, the GRANTEE will be paid for work satisfactorily completed prior to the date of termination.

I. **Project Monitoring.**

1. The GRANTEE agrees to submit a report monthly or as otherwise stipulated in the AGREEMENT of all safety activities related to the grant and/or contract using the template provided by the DEPARTMENT. Additionally the GRANTEE must inform the DEPARTMENT as soon as possible of any issues/events that may have significant impact on grant activity or accomplishment.
2. The GRANTEE agrees to attend quarterly progress meetings upon request of the DEPARTMENT to provide information and discuss the accomplishments and expectations of the Highway Safety Project.
3. The DEPARTMENT may conduct periodic on-site reviews of all ongoing highway safety projects to monitor adherence to the AGREEMENT and to review progress, procedures and claims for reimbursement.
4. The final report shall be submitted to the DEPARTMENT within 30 days after the expiration date of the project or as stipulated in this AGREEMENT.
5. GRANTEE will obtain prior approval from the DEPARTMENT with respect to all enforcement locations.

J. **Prior Approval of Media and Ownership of Data and Creative Material.**

1. All articles, publications, news releases, exhibits, video, audio materials, reports and all other work products produced by the GRANTEE under this grant and/or contract shall be submitted to the DEPARTMENT for approval prior to development and shall become and remain the property of the DEPARTMENT.
2. All articles, publications, news releases, exhibits, video or audio materials prepared by the GRANTEE shall use the DEPARTMENT'S logo and shall identify the DEPARTMENT as the funding source by including the statement: "This project is funded by the Illinois Department of Transportation".
3. The DEPARTMENT reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for State or Federal government purposes: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a GRANTEE, subgrantee, or a contractor purchases ownership with grant support.
4. TDD. All printed, visual and auditory materials, which contain a phone number, must also contain a TDD number. The Ameritech relay number (800) 526-0844 (TDD only) may be used to fulfill this requirement.
5. Closed Captioning. All public service announcements funded, in whole or in part, through this Federal highway safety program must be closed-captioned for the hearing impaired.
6. GRANTEE will invite members of the DEPARTMENT to attend media events.
7. GRANTEE will coordinate with the DEPARTMENT to arrange photographic opportunities for major events.

K. **Illinois Human Rights Act.** The GRANTEE will comply with the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

L. **Safety Belt Use Requirements.**

1. In accordance with the Illinois Mandatory Seat Belt Law (625 ILCS 5/12-603.1) the GRANTEE shall establish a safety belt use policy requiring employees to use the appropriate occupant restraint protection devices as provided in the vehicle being driven while on official business.
2. A copy of the safety belt policy shall be retained locally in the project file and available for review by representatives of the DEPARTMENT.

M. **Indemnification.** Unless prohibited by State law, the GRANTEE agrees to hold harmless the DEPARTMENT, its officials, employees and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims arising from any work or services associated with this Agreement, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GRANTEE and/or the GRANTEE'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

N. **Illinois Grant Funds Recovery Act.** Grant Funds are available for expenditure or obligation by the GRANTEE for the time period of this AGREEMENT. If the GRANTEE received reimbursement for an obligation that was either cancelled or refunded, those funds must be returned to the State within 45 days of the end of the AGREEMENT or expiration of the time period grant funds are available for expenditure or obligation by the GRANTEE. Any grant funds which have been misspent or are being improperly held are subject to recovery in accordance with the "Illinois Grant Funds Recovery Act". (30 ILCS 705).

O. **Educational Loan Default Act.** The GRANTEE certifies that he/she is not in default on an education loan as provided in the Educational Loan Default Act. (5 ILCS 385/0.01 et seq.)

P. **Property and Equipment.**

1. The GRANTEE shall maintain and inventory all property and equipment purchased under this AGREEMENT. The requirements relative to equipment inventory, use and disposition are detailed in the publication "Property Management Standards" furnished upon request by the DEPARTMENT.
2. The property and equipment purchased under this grant must be utilized by the GRANTEE for the sole purpose of furthering the safety project as defined in the project description for its entire useful life.
3. The DEPARTMENT and National Highway Traffic Safety Administration (NHTSA) retain title interest in all property and equipment purchased under this grant. In the event that the GRANTEE fails or refuses to comply with the provisions or terminates this AGREEMENT, the DEPARTMENT, at its discretion, may take either of the following actions: (a) Require the GRANTEE to purchase the property or equipment at fair market value or other mutually agreed upon amount; or (b) require the GRANTEE to transfer the property or equipment and title, if any, to the DEPARTMENT, or to another party, as directed by the DEPARTMENT.
4. Nonexpendable property, defined as property having an acquisition cost of \$5,000.00 or more with a life expectancy of more than one year is subject to periodic inspection by the DEPARTMENT. Non-expendable property purchased under this AGREEMENT shall not be sold, traded, or disposed of in any manner without the express written permission of the DEPARTMENT.

- Q. **Official Misconduct and Interference with Public Contracting.** The GRANTEE certifies that he/she has not been convicted of Official Misconduct under Section 720 ILCS 5/33-1 for bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the GRANTEE made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the GRANTEE been so convicted nor made an admission of bribery. Further, the GRANTEE certifies that he/she is not barred from contracting as a penalty for Interference with Public Contracting under Section 720 ILCS 5/33-e-1, et seq.
- R. **Equal Pay Act of 2003.** No employer may discriminate between employees on the basis of sex by paying wages to an employee at a rate less than the rate at which the employer pays wages to another employee of the opposite sex for the same or substantially similar work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions subject to exceptions under Section 820 ILCS 112 as implemented by 56 Ill. Admin. Code Part 320.
- S. **Debt Certification.** The GRANTEE and its affiliates certify they are not delinquent in the payment of any debt to the State of Illinois (or if delinquent have entered into a deferred payment plan to pay the debt), and GRANTEE and its affiliates acknowledge the DEPARTMENT may declare the AGREEMENT void if this certification is false (30 ILCS 500/50-11) or if GRANTEE or an affiliate later becomes delinquent and fails to enter into a payment plan upon request. (30 ILCS 500/50-60.)
- T. **Traffic Stop Statistical Study.** If the GRANTEE is a law enforcement agency required to participate in the Traffic Stop Statistical Study, the GRANTEE certifies their compliance with all requirements in accordance with 625 ILCS 5/11-212 and the procedures adopted by the DEPARTMENT.

#### 9. Federal Certifications, Assurances and Conditions of Approval

The GRANTEE assures that in carrying out any project supported by federal funds it will comply with all applicable federal statutes, regulations, executive orders, National Highway Traffic Safety Administration (NHTSA) guidelines, Federal Transit Administration (FTA) Circulars, Office of Management and Budget (OMB) Circulars and other federal requirements as referenced in the NHTSA Highway Safety Grant Management Manual available at:

[http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/00\\_Manl\\_Content1\\_01.html](http://www.nhtsa.dot.gov/nhtsa/whatsup/tea21/GrantMan/HTML/00_Manl_Content1_01.html)

This Grant is funded by federal funds. The Catalog of Federal Domestic Assistance number for the funds supporting this grant is listed on the signature page of this agreement. Further information can be found at:

<http://12.46.245.173/cfda/cfda.html>

The GRANTEE recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GRANTEE agrees that the most recent federal requirements will apply to the project.

- A. **Non-Discrimination and Equal Opportunity Assurances in Federally Assisted Programs.** The GRANTEE hereby assures to observe and comply with all provisions of Federal and State Constitutions, statutes and implementing regulations pertaining to non-discrimination and equal employment opportunity during the period in which federal assistance is extended to the project, or the project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GRANTEE retains ownership or possession of the project property, whichever is longer. These assurances of nondiscrimination include but are not limited to:
1. **Title VI of the Civil Rights Act of 1964.** (42 U.S.C. 2000d et seq. as amended). Prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin. Implemented by 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.



2. Non-Discrimination in Employment and Business Opportunities. (49 U.S.C. 5332 as amended). A person may not be excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance under this chapter because of race, color, creed, national origin, sex, or age. If a person does not comply with the nondiscrimination provision within a reasonable time after receiving notice the DEPARTMENT can withhold further financial assistance, refer the matter to the Attorney General and proceed under Title VI. This section is in addition to Title VI.
  3. Title IX of the Educational Amendments of 1972. (20 U.S.C. 1681 et seq. as amended). No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Implemented by 49 CFR Part 25, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.
  4. Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. (29 U.S.C. 794 as amended). No otherwise qualified individual with a disability in the United States, as defined in Section 705(20) of this title, shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Implemented by 49 CFR Part 27, Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.
  5. Age Discrimination Act of 1975. (42 U.S.C. 6101-6107 as amended). No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
  6. Drug Abuse Office and Treatment Act of 1972. (21 U.S.C. 1174 as amended). Relating to nondiscrimination on the basis of drug abuse and treatment.
  7. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1972. [(P.L. 92-616) as amended)]. Relating to nondiscrimination on the basis of alcohol abuse.
  8. Sections 523 and 527 of the Public Health Service Act of 1912. (42 U.S.C. 290 et seq. as amended). Relating to nondiscrimination on the basis of substance abuse and the confidentiality of records.
  9. Title VIII of the Civil Rights Act of 1968. (42 U.S.C. 3601 et seq. as amended). Relating to nondiscrimination in the sale, rental or financing of housing.
- B. Disadvantaged Business Enterprises Program Participation Assurance.** In accordance with 49 CFR 26.13(b), as amended, the GRANTEE assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project. The GRANTEE further assures it shall take all necessary and reasonable steps as set forth in 49 CFR Part 26 as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements. Implementation of the Disadvantaged Business Enterprise (DBE) program is a legal obligation of the DEPARTMENT, and failure by the GRANTEE to carry out the applicable requirements of 49 CFR Part 26 as amended and any requirements of the DEPARTMENT'S DBE program shall be treated as a material breach of this AGREEMENT which may result in the termination of this AGREEMENT or such other remedy as the DEPARTMENT deems appropriate.
- C. Document Retention and Access.** The GRANTEE certifies that it will comply with the retention and access requirements for records established by 49 CFR Part 18, Subpart A, Section 18.42. The required records and documentation relating to the grant and/or contract shall be retained for a minimum of three years after the starting date of the retention period as defined in Section 18.42. The DEPARTMENT or their authorized representative shall have the right of access to any books, documents, papers, or other records of grantees, subgrantees, contractors and subcontractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

- D. **Control of Property.** GRANTEE certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A-102 Grants and Administrative Requirements for State and Local Governments or OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, whichever is applicable.
- E. **Certification Regarding Lobbying – Certification for Contracts, Grants, Loans and Cooperative Agreements.**
1. The GRANTEE shall not use any funds appropriate under this AGREEMENT for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities.
  2. As required by the United States Department of Transportation (USDOT) regulations, "New Restrictions on Lobbying", at 49 CFR 20.110, the GRANTEE'S authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000.00:
    - a. No federal appropriated funds have been or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
    - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the GRANTEE shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with instructions.
    - c. The GRANTEE shall require the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grant, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The GRANTEE understands that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
- F. **Certification Regarding Debarment and Suspension.** GRANTEE shall comply with Debarment provisions as contained in 49 CFR Part 29, including Appendices A and B as amended. GRANTEE certifies that to the best of its knowledge and belief, GRANTEE and GRANTEE'S principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
  2. Within a three-year period preceding this AGREEMENT have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (1) above.
  4. Have not within a three-year period preceding this AGREEMENT had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective GRANTEE to certify to the certification in this section will not necessarily result in denial of participation in this AGREEMENT. The prospective GRANTEE shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Department determined whether to enter into this transaction. If it is later determined that GRANTEE knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department may terminate this Agreement for cause. The GRANTEE shall provide immediate written notice to the Department if at any time the GRANTEE learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GRANTEE agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Department. The GRANTEE agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GRANTEE may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless GRANTEE knows the certification is erroneous. GRANTEE may decide the method and frequency by which it determines the eligibility of its principals. Each GRANTEE may, but is not required to, check the Nonprocurement List. If a GRANTEE knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this AGREEMENT for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a GRANTEE is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**G. Drug Free Workplace Act of 1988 – Certification for Drug-Free Workplace.** The GRANTEE certifies that it will comply with 49 CFR Part 29 Subpart F to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the GRANTEE'S workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establish a drug-free awareness program to inform employee about the dangers of drug abuse, the GRANTEE'S policy of maintaining a drug-free workplace, available employee assistance programs and penalties for violating the policy.
3. Abiding by the notification provisions regarding any criminal drug statute convictions for a violation occurring in the workplace.

**H. Single Audit Act Certification.** The Illinois Department of Transportation is the agency responsible for administering Illinois' federal highway safety funds on behalf of the Governor. Federal funds are provided for this project by the United States Department of Transportation. This program is listed in the Catalog of Federal Domestic Assistance (CFDA) as "State and Community Highway Safety 20.600-605". The records and supportive documentation for all completed projects are subject to an on-site audit and the DEPARTMENT reserves the right to inspect and review during normal working hours the work product of any independent auditor in support of their audit.

The GRANTEE certifies that it will comply with The Single Audit Act of 1984 (31 U.S.C. 7501 et seq.), as amended, which requires the following:

1. State or local governments that receive \$500,000.00 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
2. State or local governments that receive less than \$500,000.00 a year shall be exempt from compliance with the Act and other federal audit requirements.
3. Nothing in this paragraph exempts State or local governments from maintaining records of federal financial assistance or from providing access to such records to Federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations".
4. A copy of the audit report must be submitted to the DEPARTMENT within 30 days after completion of the audit, but no later than one year after the end of the local government's fiscal year.
5. One copy of the audit report shall also be sent to: Bureau of Census, Single Audit Clearing House, 1201 East 10<sup>th</sup> Street, Jefferson, IN 47132.

**10. Federal Taxpayer Identification Number.**

For individuals and sole proprietors, list Social Security Number. For other entities, list Employer Identification Number. Federal Employer Identification Number (FEIN) must NOT be used for sole proprietorships. Under penalties of perjury, The GRANTEE certifies that 37-600156 is its correct Federal Taxpayer Identification Number.

The GRANTEE is doing business as (please check one):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Individual                    | <input type="checkbox"/> Real Estate Agent          | <input type="checkbox"/> Sole Proprietorship                        |
| <input checked="" type="checkbox"/> Government Entity  | <input type="checkbox"/> Partnership                | <input type="checkbox"/> Tax Exempt Organization (IRC-501 (a) only) |
| <input type="checkbox"/> Medical and Health Care       | <input type="checkbox"/> Not-for-Profit Corporation | <input type="checkbox"/> Corporation                                |
| <input type="checkbox"/> Services Provided Corporation | <input type="checkbox"/> Trust or Estate            | <input type="checkbox"/> Limited Liability Corporation (LLC)        |

If you fail to furnish your correct taxpayer identification number to the DEPARTMENT, you are subject to an IRS penalty of \$50.00 for each such failure unless such failure is due to reasonable cause and not to willful neglect. **Willfully falsifying certifications or affirmations may subject you to criminal penalties, fines and/or imprisonment.**

MCDF Average Population  
By Month 2007/2008

Month	May	June	July	August	September	October	November	December	January 2008	February	March	April	Average
Daily Total	240.13	238.70	243.00	227.16	221.07	239.55	231.97	234.00	271.71	270.82	270.74	267.24	246.34
In House	202.06	205.13	212.23	201.61	194.07	205.68	205.67	205.00	213.32	217.57	215.10	208.59	207.17
Female	44.48	41.30	41.26	33.19	28.90	42.52	41.67	41.45	45.06	38.54	45.42	35.48	39.94
Male	195.68	196.83	201.23	194.00	192.17	196.94	190.30	191.97	226.65	232.21	225.00	230.10	206.09
Spec Needs Female	5.39	6.00	8.52	7.77	6.90	7.35	7.93	7.13	6.87	6.75	6.35	5.03	6.83
Spec Needs Male	18.87	16.47	16.68	14.39	12.17	13.52	13.73	15.87	18.32	19.39	18.77	18.17	16.36
Str Sent Female	12.94	13.87	10.61	4.29	4.00	6.90	8.63	8.71	13.52	7.68	11.68	8.17	9.25
Str Sent Male	39.55	42.87	33.81	30.71	38.17	32.81	32.10	34.39	49.52	61.29	51.81	43.62	40.89
Weekender Work Rel Female	6.23	3.93	2.68	0.13	.30	2.45	4.83	4.48	4.90	9.29	11.42	7.24	4.82
Weekender Work Rel Male	25.45	20.83	24.58	17.68	16.63	19.84	15.20	13.48	18.87	22.07	25.61	37.45	21.47
Other Fac Female	8.71	6.07	5.58	5.35	2.23	00.10	0.00	4.29	7.71	3.29	5.58	3.83	4.40
Other Fac Male	9.39	13.90	9.77	8.10	13.17	18.97	13.77	13.48	37.74	32.21	30.45	31.66	19.38

MCDF Average Population  
By Month 2008

Month	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Average
Daily Total	271.71	270.82	270.74	267.27									270.14
In House	213.32	217.57	215.10	208.59									213.65
Female	45.06	38.54	45.42	35.48									41.13
Male	226.65	232.21	225.00	230.10									228.49
Spec Needs Female	6.87	6.75	6.35	5.03									6.25
Spec Needs Male	18.32	19.39	18.77	18.17									18.66
Str Sent Female	13.52	7.68	11.68	8.17									10.26
Str Sent Male	49.52	61.29	51.81	43.62									51.56
Weekender Work Rel Female	4.90	9.29	11.42	7.24									8.21
Weekender Work Rel Male	18.87	22.07	25.61	37.45									26.00
Other Fac Female	7.71	3.29	5.58	3.83									5.10
Other Fac Male	37.74	32.21	30.45	31.66									33.02

OFFICE OF THE CHIEF JUDGE  
ELEVENTH JUDICIAL CIRCUIT

Elizabeth A. Robb  
Chief Judge

William Scanlon  
Trial Court Administrator  
Kay Mitchell  
Administrative Assistant



Law & Justice Center  
104 W. Front Street RM 511  
Bloomington, IL 61701  
(309) 888-5254  
(309) 888-5266 (TCA)  
(309) 888-5602 FAX

Counties of:  
Ford, Livingston, Logan,  
McLean, and Woodford

March 25, 2008

TO: McLean County Finance Committee

FROM: William J. Scanlon

RE: Assessment of Filing Fee for Family Visitation Center

At the March 12, 2008 McLean County Judge's meeting, the Court considered the attached request to support the assessment of a filing for the Family Visitation Center. Following consideration of the request, the judges voted unanimously to support a filing fee increase of \$8.00.

The Circuit Court averages approximately 7500 civil filings per year, and this filing fee will generate approximately \$60,000.00 if imposed.

Lisa Pieper, Regional Vice President of the Children's Home and Aid Society, and I will be present at the April 2<sup>nd</sup> Finance Committee meeting to discuss this matter further with the Board.

I have attached the initial proposal for review prior to the committee meeting.



## children's home + aid

for the love of children since 1883

Children's Foundation  
403 South State Street  
Bloomington, IL 61701-5556  
309.27.0874  
309.28.0745 fax

Morgan Washington Home  
Bloomington, IL

2/15/08

The Honorable Elizabeth Robb  
Chief Circuit Judge, 11<sup>th</sup> Judicial Circuit  
Law and Justice Center  
104 E. Front St  
Bloomington, IL 61701

Dear Judge Robb,

Per our conversation on 2/7/08, I am writing you regarding the assessment of a filing fee to support the continuation of the Family Visitation Center (FVC). By statute (the Neutral Site Custody Exchange Funding Act; PA 91-117), a filing fee up to \$8.00 may be imposed on all civil court filings, to be used to support the operation of family visit centers. Our current annual federal funding of \$175,000 will end on September 30<sup>th</sup>, 2008. The federal Department of Justice Safe Havens grant has successfully funded the FVC for the last six years. There is a remote, last minute, opportunity to attempt to renew this grant for one final 2-year funding cycle. We will definitely write for the Safe Haven's grant renewal, however, even if successful, the grant will be at a greatly reduced amount; an annual maximum of \$75,000.

Due to high demand for FVC services and increased referrals, we made additional visitation room space available, so we could complete two visits or exchanges simultaneously. The current level of Safe Havens grant funding enables staff coverage for both rooms currently in use. If the grant is renewed, but at a significantly reduced amount, we will have to reduce services to 1 staff and 1 room, thus reducing the numbers of overall families receiving FVC support. If this final grant renewal is not successful and we do not obtain an alternative funding source, such as the \$8.00 filing fee, the FVC will be forced to close completely.

### 2007 statistics:

- 41 cases from the following referral sources- 24 Orders of Protections, 14 Family Court Orders, 2 Juvenile Court Orders, 1 other Civil Court Order
- 484 Supervised Visits and 231 Supervised Exchanges safely occurred.
- No safety / security problems occurred during service provision. This includes attempted parental abductions, threats and/or violence.



Children's Home + Aid  
CH 001867



Illinois DCFS License ID Number 004296



- Reasons for case closings: 1 Cessation of threats/violence, 13 change in court order, 4 child refused to participate, 8 habitual non-compliance with program rules, 5 habitual no-shows/ cancellations, 10 mutual agreement of both parties, 1 parent completed treatment, 2 closed at supervisors discretion
- 9 cases were successfully transitioned from supervised visits to supervised exchanges.

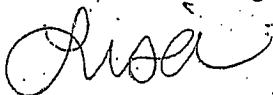
Over the past eight years, the FVC has provided visitation/ exchange services to victims of domestic violence. Since opening in 2002, the FVC has served over 200 families. 95% of the families served showed decreased need of police intervention both during and 6 months after FVC services. The judiciary and legal community have provided constant and consistent referrals. Currently 90% of our referrals are the result of a court order (30%) or Order of Protection (60%). The FVC has become a vital resource in the 11<sup>th</sup> Judicial Circuit and a community safety net for victims of domestic violence in McLean, DeWitt, Ford, Piatt, and Woodford counties. At this time, 27% of FVC parents reside in rural areas outside Bloomington-Normal.

#### Parent Testimonials:

- "The staff was courteous, friendly and always professional."
- "After receiving no visitation with my daughter after a period of eight months, the FVC provided me with an opportunity to build a relationship with her in a safe environment."
- "The FVC staff was not there to judge me or make this a form of punishment. Their purpose was to provide a safe place for my child and me to spend time together while I put my life back in order."
- "Through supervised visitation I was able to learn a lot about my child's interests and how my role as a father could be improved."
- "This period in my life has been difficult at times but I believe that if it was not for the FVC and its staff, I would not appreciate what a blessing my daughter is in my life today."

Thank you for your ongoing and continued support of the FVC over the last several years. Also, thank you for your efforts to help us secure sustainable funding through the \$8.00 filing fee for this valuable program.

Sincerely,



Lisa Pieper LCSW, ACSW  
Regional Vice-President

CC: Will Scanlon, Trial Court Administrator

2003-2007  
~~2002-2006~~ Filings Comparison  
 McLean County

3/25/2008

CATEGORY	2003	2004	2005	2006	2007
ADOPTION	86	77	80	88	87
ARBITRATION	637	689	697	581	787
CHANCERY	307	328	364	449	514
DISSOLUTION	673	590	587	635	658
EMINENT DOMAIN	1	9	0	6	0
FAMILY	362	334	496	534	479
LAW	203	197	202	193	204
LAW (MINOR)	885	908	901	1105	1139
MUNICIPAL CORP.	1	0	0	0	0
MENTAL HEALTH	82	108	142	161	205
MISC. REMEDY	258	260	298	234	304
ORDER FOR PROT.	163	181	188	217	273
PROBATE	283	315	278	279	294
SMALL CLAIMS	2623	2553	2493	2782	2973
TAX	1	1	1	1	2
<b>TOTAL CIVIL</b>	<b>6565</b>	<b>6550</b>	<b>6727</b>	<b>7265</b>	<b>7919</b>
CRIMINAL CONTEMPT	19	35	17	12	10
FELONY	1307	1206	1251	1274	1413
MISDEMEANOR	2128	2350	2406	2501	2565
<b>TOTAL CRIMINAL</b>	<b>3454</b>	<b>3591</b>	<b>3674</b>	<b>3787</b>	<b>3988</b>
JUVENILE	8	12	13	1	3
ABUSE & NEGLECT	105	224	142	245	190
DELINQUENCY	110	175	146	138	154
<b>TOTAL JUVENILE</b>	<b>223</b>	<b>411</b>	<b>301</b>	<b>384</b>	<b>347</b>
CONSERVATION	66	56	52	113	47
DUI	835	946	861	907	854
ORDINANCE VIOL.	1990	2278	2281	2293	2647
TRAFFIC	38668	35543	39870	45919	43825
<b>TOTAL TR/DUI/OV</b>	<b>41559</b>	<b>38823</b>	<b>43064</b>	<b>49232</b>	<b>47373</b>
<b>TOTAL FILINGS</b>	<b>51801</b>	<b>49375</b>	<b>53766</b>	<b>60668</b>	<b>59627</b>

An ORDINANCE OF THE  
McLEAN COUNTY BOARD  
INCREASING THE FILING FEE IN ALL CIVIL CASES  
TO FUND THE NEUTRAL SITE CUSTODY EXCHANGE PROGRAM  
OF THE FAMILY VISITATION CENTER

WHEREAS, the Children's Foundation has proposed that the McLean County Circuit Court support an increase in the filing fee in all civil cases to fund the Neutral Site Custody Exchange Program of the Family Visitation Center; and,

WHEREAS, pursuant to 55 *ILCS* 82/1, the County Board may increase the filing fee in all civil cases up to \$8.00 to fund the Neutral Site Custody Exchange Program of the Family Visitation Center; and,

WHEREAS, pursuant to 55 *ILCS* 82/1, the County Board may require the Circuit Court Clerk to charge and collect a Neutral Site Custody Exchange fee of not more than \$8.00 to be paid by the plaintiff at the time of the filing of the case and by the defendant at the time of filing an appearance in all civil cases, except that the fee shall not be charged in any proceeding commenced by or on behalf of a unit of local government; and,

WHEREAS, on March 12, 2008, the McLean County Circuit Court unanimously agreed to support increasing the filing fee in all civil cases \$8.00 to fund the Neutral Site Custody Exchange Program of the Family Visitation Center; and,

WHEREAS, the McLean County Circuit Court recommends that the County Board adopt an Ordinance increasing the filing fee in all civil cases \$8.00 to fund the Neutral Site Custody Exchange Program of the Family Visitation Center to be effective as of July 1, 2008; and,

WHEREAS, the Justice Committee, at its regular meeting on May 6, 2008, recommended to the County Board that, pursuant to 55 *ILCS* 82/1, the filing fee in all civil cases be increased \$8.00 to fund the Neutral Site Custody Exchange Program of the Family Visitation Center to be effective as of July 1, 2008; now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session, as follows:

- (1) Pursuant to 55 *ILCS* 82/1, the County Board hereby increases the filing fee in all civil cases \$8.00 to be paid by the plaintiff at the time of the filing of the case and by the defendant at the time of filing an appearance in all civil cases, except that the fee shall not be charged in any proceeding commenced by or on behalf of a unit of local government.

- (2) Pursuant to 55 *ILCS* 82/1, the County Board hereby requires the Circuit Court Clerk to charge and collect a Neutral Site Custody Exchange Act fee of not more than \$8.00 to be paid by the plaintiff at the time of the filing of the case and by the defendant at the time of filing an appearance in all civil cases, except that the fee shall not be charged in any proceeding commenced by or on behalf of a unit of local government.
- (3) Pursuant to 55 *ILCS* 82/1, the County Board hereby establishes July 1, 2008 as the effective date of this Ordinance and hereby provides notice to the Circuit Court Clerk of the effective date to commence the charges and collection of this fee.
- (4) Pursuant to 55 *ILCS* 82/1, the County Board hereby directs the County Treasurer to establish a Special Revenue Fund designated as the Neutral Site Custody Exchange Act Fund.
- (5) Pursuant to 55 *ILCS* 82/1, upon monthly remittance of the fees collected by the Circuit Court Clerk, the County Treasurer shall deposit the fees in the Neutral Site Custody Exchange Act Fund.
- (6) Pursuant to 55 *ILCS* 82/1, the County Board shall make and approve disbursements from the Neutral Site Custody Exchange Act Fund to one or more qualified not-for-profit organizations that operate within the County based on each such organization's proportionate share of the total number of neutral site custody exchanges handled by all such organizations in the County during the year prior to the grant application.
- (7) The County Board hereby directs the County Clerk to forward a certified copy of this Ordinance to the Chief Judge of the Eleventh Judicial Circuit Court, the Circuit Court Clerk, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 20<sup>th</sup> day of May, 2008.

ATTEST:

APPROVED:

---

Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

---

Matt Sorensen, Chairman  
McLean County Board

**COUNTIES**  
**(55 ILCS 82/) Neutral Site Custody Exchange Funding Act.**

(55 ILCS 82/1)

Sec. 1. Short title. This Act may be cited as the Neutral Site Custody Exchange Funding Act.

(Source: P.A. 91-811, eff. 6-13-00.)

(55 ILCS 82/5)

Sec. 5. Legislative findings. The General Assembly finds that the domestic relations area of law, and particularly child custody matters, frequently involves seemingly minor disputes between individuals that escalate into major social and legal problems without the intervention of neutral parties; these problems often result in emotional damage to the children involved and create an extra burden for the courts; there are compelling reasons for providing neutral sites for parents to exchange the physical custody of a child for purposes of visitation; and not-for-profit charitable organizations can make a substantial contribution to the expeditious implementation of child custody and visitation orders in this State.

(Source: P.A. 91-811, eff. 6-13-00.)

(55 ILCS 82/10)

Sec. 10. Definition. In this Act:

"Custody exchange" means an exchange of the physical custody of a child at the commencement or conclusion of visitation with the child or at other times pursuant to an order for child custody or visitation.

"Neutral site" means a place not under the ownership or control of any party to an order for child custody or visitation, where a custody exchange takes place.

(Source: P.A. 91-811, eff. 6-13-00.)

(55 ILCS 82/15)

Sec. 15. Fund; fee; administration.

(a) In any county, a neutral site custody exchange fund may be established by the passage of an ordinance by the county board.

(b) In each county in which a county board has enacted an ordinance authorizing a neutral site custody exchange fund to be established, the county board shall set a fee to be collected by the clerk of the circuit court on all civil case filings of not less than \$1 nor more than \$8 to be paid by the plaintiff at the time of the filing of the case and by the defendant at the time of filing an appearance. The county board shall review the amount of the fee on an annual basis and shall increase the amount of the fee, not to exceed the \$8 maximum, if the demand for neutral site custody exchanges requires additional funding.

(c) In each county in which a county board has enacted an ordinance authorizing a neutral site custody exchange fund to be established, the clerk of the circuit court shall charge and collect a neutral site custody exchange fund fee as established by the county ordinance. The fee shall be paid by the parties to the action at the time of filing the first pleading in all civil cases. The fees shall not be charged in

any proceeding commenced by or on behalf of a unit of local government.

The fees shall be in addition to all other fees and charges of the clerk, shall be assessable as costs, shall be remitted by the clerk monthly to the county treasurer, and shall be deposited monthly by the county treasurer in the neutral site custody exchange fund established under this Section. Each such clerk shall commence the charging and collection of the fee upon receipt of written notice from the county board that a neutral site custody exchange fund has been established.

(Source: P.A. 93-746, eff. 7-15-04.)

(55 ILCS 82/20)

Sec. 20. Grant disbursements.

(a) The county board in a county that has established a neutral site custody exchange fund shall annually make grant disbursements from the fund to one or more qualified not-for-profit organizations for the purpose of implementing a neutral site custody exchange program, provided that the expenditure is approved by the chief judge of the judicial circuit in which the county is located.

(b) Disbursements by the county board shall be made to one or more qualified not-for-profit organizations that operate within the county based on each such organization's proportionate share of the total number of neutral site custody exchanges handled by all such organizations in that county during the year prior to the grant application.

(c) In no event shall the disbursements to any not-for-profit organization in one year exceed \$500,000. Any amounts collected under Section 15 but not disbursed in a particular year shall be paid to the county treasurer for the administration of justice in the county.

(Source: P.A. 91-811, eff. 6-13-00.)

(55 ILCS 82/25)

Sec. 25. Rules.

(a) The county board in a county in which a neutral site custody exchange fund has been established shall make rules pertaining to the operation and standards to be adhered to by a not-for-profit organization in that county in order to qualify for a grant under Section 20. The rules shall provide for the following:

(1) All work performed by the not-for-profit organization, its staff, and volunteers shall be performed without collecting a fee or charge from the parties involved in a custody exchange.

(2) Each not-for-profit organization receiving a grant under this Act shall maintain records as required by the county board. The records shall be available for inspection by the office of the Chief Judge and shall demonstrate adherence to applicable requirements.

(b) The county board in a county in which a neutral site custody exchange fund has been established may make additional rules necessary for the operation of this Act in that county.

(Source: P.A. 91-811, eff. 6-13-00.)

(55 ILCS 82/99)

Sec. 99. Effective date. This Act takes effect upon becoming law.

(Source: P.A. 91-811, eff. 6-13-00.)

OFFICE OF THE CHIEF JUDGE  
ELEVENTH JUDICIAL CIRCUIT

Elizabeth A. Robb  
Chief Judge

William Scanlon  
Trial Court Administrator  
Kay Mitchell  
Administrative Assistant



Law & Justice Center  
104 W. Front Street RM 511  
Bloomington, IL 61701  
(309) 888-5254  
(309) 888-5266 (TCA)  
(309) 888-5602 FAX

Counties of:  
Ford, Livingston, Logan,  
McLean, and Woodford

February 19, 2008

Yvette Perez-Trevino, Agreement Manager  
Division of Child Support Enforcement  
Illinois Department of Healthcare and Family Services  
32 West Randolph Street, 16<sup>th</sup> Floor  
Chicago, IL 60601

In RE:           Renewal of Agreement Between McLean County Circuit Court and the  
                    Illinois Department of Healthcare and Family Services  
                    Agreement # 2008-55-008-K

Dear Ms. Trevino:

Pursuant to Article 2, Section 2.2 of the above agreement, I, Chief Judge Elizabeth A. Robb, on behalf of the McLean County Circuit Court, am submitting a request for renewal of the agreement for FY 2009.

Thank you for your prompt consideration of this matter.

Sincerely,

Elizabeth A. Robb, Chief Judge  
Eleventh Judicial Circuit

cc:               Sandra Thompson, McLean County State's Attorney's office  
                    Sandra Parker, McLean County Circuit Clerk  
                    Christine Eggan, Child Support Hearing Officer  
                    William Scanlon, Trial Court Administrator



## EXHIBIT 1

### McLEAN COUNTY CIRCUIT COURT EXPEDITED CHILD SUPPORT PROGRAM HEARING OFFICER BUDGET

FY 2009 (July 1, 2008 – June 30, 2009)

DIRECT COSTS	BUDGET
Personnel Services	
Salaries	\$33,000.00
Fringe Benefits	0.00
Subtotal:	\$33,000.00
Non-Personnel Services	
Telephone	\$400.00
Subtotal:	\$400.00
PERSONNEL SERVICES SUBTOTAL:	\$33,000.00
NON-PERSONNEL SERVICES SUBTOTAL:	\$400.00
GRAND TOTAL:	\$33,400.00

STATE OF ILLINOIS

FIRST RENEWAL OF THE INTERGOVERNMENT AGREEMENT

between the

DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

and

MCLEAN COUNTY OFFICE OF THE CHIEF JUDGE

Intergovernmental Agreement 2008-55-008-K2

WHEREAS, the parties to Intergovernmental Agreement 2008-55-008, acting by and through the Illinois Department of Healthcare And Family Services ("Department") located at 201 South Grand Avenue East, Springfield, Illinois 62703 and the McLean County Office of the Chief Judge ("County") located at the Law and Justice Center, Bloomington, Illinois 61702-2400, desire to renew their Agreement, and

WHEREAS, pursuant to Article 2.2 (Renewal), the Agreement may be renewed for additional periods; and

NOW THEREFORE, the Intergovernmental Agreement shall be renewed for the period July 1, 2008 through June 30, 2009 as the first renewal of this Intergovernmental Agreement.

All terms and conditions shall remain in effect.

In Witness Whereof, the parties have hereunto caused this Renewal to be executed by their duly authorized representatives.

Illinois Department of Healthcare  
and Family Services

McLean County Office of the Chief Judge

By: \_\_\_\_\_  
Barry S. Maram  
Director

By: \_\_\_\_\_  
Elizabeth A. Robb  
Chief Judge of Eleventh Judicial Circuit

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Matt Sorensen  
Chairman, McLean County Board

Date: \_\_\_\_\_



DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT  
(309) 888-5069 FAX (309) 888-5933  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

## MEMORANDUM

DATE:	April 25 <sup>th</sup> , 2008
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES <i>JPN</i>

TOPIC: RECOMMENDATION FOR APPROVAL OF A FIRST AMENDMENT TO THE AGREEMENT WITH MERLE PHARMACY NO.1, INC. AND McLEAN COUNTY BOARD FOR PROVISION OF PHARMACEUTICAL SERVICES FOR THE McLEAN COUNTY DETENTION FACILITY.

William Martin, RPh, under the auspices of Merle Pharmacy No.1, Inc. has provided Pharmaceutical Services for the McLean County Detention Facility since January of 2002. The current contract with Merle Pharmacy is in effect until December 31<sup>st</sup>, 2008.

During the term of the current contract, Mr. Martin has provided brand name and generic medications at the Average Wholesale Price (AWP) minus 13%. Based on our recent review of correctional pharmaceutical provider, Mr. Martin is willing to amend this contract for the remainder of the contract year with the following formula for the pricing of medication:

Brand Name Medications	Average Wholesale Price (AWP)-minus12%
Generic Medications	Average Wholesale Price (AWP)-minus40%
OTC Medications	Average Wholesale Price (AWP)-minus25%

This pricing formula is competitive with bids received from the correctional pharmacy providers and is expected to result in a monthly savings of approximately 25%. All other levels of service would remain the same, including daily delivery of orders placed on that day including Saturdays and Sundays as needed, and continue in force except as set forth in the First Amendment.

We would be happy to provide any additional information or address any questions or concerns that you may have regarding this contract. Thank you in advance for your time and consideration.

**FIRST AMENDMENT  
To  
Agreement  
Between  
Merle Pharmacy No.1, Inc.  
And  
McLean County Board**

**THIS FIRST AMENDMENT** to the **AGREEMENT** is entered into on the last date written below, by and between Merle Pharmacy No. 1. Inc.(hereinafter known as the PROVIDER) and the McLean County Board (hereinafter known as the PAYOR).

**RECITALS:**

**Whereas**, PROVIDER and PAYOR previously executed an AGREEMENT which had an effective date of January 1<sup>st</sup>, 2007; and

**Whereas**, PROVIDER and PAYOR desire to enter into this First Amendment wherein the AGREEMENT shall be modified as set forth below:

**NOW, THEREFORE**, in consideration of the recitals and mutual covenants contained herein, the parties hereto agree as follows pursuant to Section 11:

1. Section 8 shall be replaced in its entirety as follows:

THE BOARD agrees to pay the PROVIDER for services rendered at a rate of Average Wholesale Price (AWP) minus 12% for brand name medications, Average Wholesale Price (AWP) minus 40% for generic medications, and Average Wholesale Price (AWP) minus 25% for over the counter medications.

All other terms and conditions of the AGREEMENT remain the same and continue in full force and effect as of January 1st, 2007, except as set forth in this First Amendment, effective June 1<sup>st</sup>, 2008.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment in multiple originals on the last date written below.

\_\_\_\_\_  
William M. Martin, RPh  
Merle Pharmacy No. 1, Inc.

Dated \_\_\_\_\_

\_\_\_\_\_  
Mike Emery  
McLean County Sheriff

Dated \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

Dated \_\_\_\_\_

**ATTEST:**

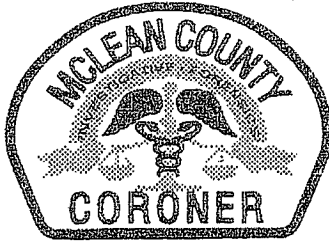
\_\_\_\_\_  
Peggy Ann Milton, County Clerk  
McLean County, Illinois

***Exhibit A***  
***Reimbursement***

**Merle Pharmacies No. 1, Inc.**

Brand Name Medications	Average Wholesale Price (AWP)-minus 12%
Generic Medications	Average Wholesale Price (AWP)-minus 40%
OTC Medications	Average Wholesale Price (AWP)-minus 25%

All other levels of service would remain the same, including daily delivery of orders placed on that day, including Saturdays and Sundays as needed, and continue in force except as set forth in this First Amendment, which will be effective June 1<sup>st</sup>, 2008.



BETH C. KIMMERLING, RN, MFS  
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CORONER  
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104 W. Front  
P.O. Box 2400  
Bloomington, IL 61702-2400

To: Tari Renner, Chairman, Justice Committee  
Members of the Justice Committee

From: Beth Kimmerling  
Coroner

Date: April 25<sup>th</sup> 2008

Re: Recommendation to Replace Portable X-Ray Unit and Processor

The bid opening meeting was attended by Barb Nafziger, Chief Deputy Coroner, Seth Reynolds, Deputy Coroner, Judy Mowery, Administrative Deputy Coroner, and Jack Moody, Facilities Manager.

Bids received:

1. Classic X-Ray, 1945 Wright Blvd., Schaumburg, IL 60193 \$22,600
2. Central Illinois X-Ray, 501 S. McClun, Bloomington, IL 61701 \$34,370

After careful review and consideration of all bids received, it is the recommendation of the Coroner's Office that the bid from Central Illinois X-Ray of \$34,370 be accepted and forwarded to the McLean County Board for approval. This bid falls within the budgeted amount of \$35,000.

Although indeed the high bidder in terms of initial outlay, the reasoning behind the recommendation of Central Illinois X-Ray is as follows:

1. Bid specifications. The Coroner's Office bid request specifically asked for a remanufactured portable machine and new processor. Classic X-Ray's bid was for a remanufactured portable and remanufactured processor.
2. The cost of future maintenance and total cost of ownership. Maintenance agreements were not part of the bid process; however these costs are documented within each bid proposal. Once the respective warranties expire (same time period for both companies), the yearly maintenance cost for Central Illinois X-Ray's combined equipment would be \$1,060 per year compared to \$8,680 per year for Classic X-Ray's

equipment. Within 3 years, the purchase and maintenance of the Classic X-Ray equipment would surpass the purchase and maintenance of the Central Illinois X-Ray equipment by \$2,000, and by year 5 of ownership, the differential would be in excess of \$17,000.

3. Age of equipment. Central Illinois X-Ray's portable x-ray unit is 5-10 years old (grants the option of digital updates) and the processor is new. Class X-Ray's portable unit is 15-20 years old (the same age as the current equipment within the Coroner's Office) and a remanufactured processor.

Overall, Central Illinois X-Ray's bid is more cost efficient (in terms of long range planning) and better matches the needs and day-to-day operation of the office: specifically offering a new processor, a technologically advanced portable machine that is capable of digital upgrades in the future, reasonable maintenance costs, and a quicker and less costly response to service calls since being based locally out of Bloomington.

A detailed comparison is attached for your review.

Thank you.



***Bidder #1: Classic X-Ray***

Classic X-Ray's bid was the first received and first opened. The bid was for a total of \$22,600.00. (Freight was included in this bid). If selected, the proposed bid would provide the McLean County Coroner's Office with a remanufactured GE AMX III Portable X-Ray System covered by a one year full parts/labor warranty, with no additional cost to the County for travel expenses, and a remanufactured Konica Minolta SRX-101A Table Top Processor covered by a two year full parts/labor warranty, with no additional cost to the County for travel expenses.

The GE AMX III Portable X-Ray System ranges from 15-20 years in age and in comparison is the equivalent of the Coroner's Office current x-ray machine.

Each piece of equipment would require additional preventative maintenance beyond its respective warranties. Please refer to costs listed below.

**X-Ray Machine: \$6,400.00 Annually**  
**Processor: \$190.00 Monthly x 12 Months**  
**Total: \$8680.00 Annually**

The above prices are for regular preventative maintenance only. Service calls would be additional, and charged at a rate of \$180.00 per hour, per man, plus travel expenses, with the response time being a minimum of one hour depending on staffing levels and locations at the time of the call. If service would be needed after hours, on weekends, and/or holidays it would be billed at rates that can be seen below.

After 5pm and Saturdays: \$300.00 per hour, per person, plus travel expenses.

Sundays, and Holidays: \$400.00 per hour, per person, plus travel expenses.

***Bidder #2: Central Illinois X-Ray***

Central Illinois X-Ray was the second bid received and the second bid opened. The bid was for a total of \$34,380.00. (Because freight was listed as an additional fee, but no fee was listed in the bid, Central Illinois X-Ray has advised that no freight fee will be charged.) If accepted their proposed bid would provide the McLean County Coroner's Office with a remanufactured GE AMX IX Portable X-Ray System covered by a full one year parts/labor warranty, and a new Hope MicroMax Automatic Processor covered by a full two year parts/labor warranty.

The GE AMX IV ranges in 5-10 years of age, it encompasses more technologically advanced technology and software, while being more maneuverable and durable. This machine would be an upgrade in comparison to our current machine.

Each piece of equipment would require additional preventative maintenance beyond its respective warranties. Please refer to costs listed below.

<b>X-Ray Machine:</b>	<b>\$375.00 Annually</b>
<b>Processor:</b>	<b>\$685.00 Annually</b>
<b>Total:</b>	<b>\$1060.00 Annually</b>

The above prices are for regular preventative maintenance only. Service calls would be additional and charged at a rate of \$98.50 per hour. Due to Central Illinois X-Ray being a locally owned and operated company, service call response times would range anywhere from 15-30 minutes, depending on staffing levels and locations at the time of the service request.

### **Central Illinois X-Ray**

Equipment purchase: \$34,370.00

Year 1: No Maintenance Cost

Year 2: \$375.00 X-Ray Maintenance

Year 3: \$1,060.00 X-Ray and Processor Maintenance

The amounts above do not take into consideration service calls. An estimated 3 year cost (including purchase price) to the County if this bid were to be accepted would be approximately \$35,805.00.

### **Classic X-Ray LTD.**

Equipment purchase: \$22,600.00

Year 1: No Maintenance Cost

Year 2: \$6,400.00 X-Ray Maintenance

Year 3: \$8,680.00 X-Ray and Processor Maintenance

The amounts above do not take into consideration service calls. An estimated 3 year cost (including purchase price) to the County if this bid were to be accepted would be approximately \$37,680.00.

*Classic X-Ray LTD.  
1945 South Wright Boulevard  
Schaumburg, Illinois 60193  
(309)-847-1817*

*Jodell A. Basile: President*

\*\*\*\*\*

**X-Ray Machine: Remanufactured**

GE AMX III Portable X-Ray System

Age: 15-20 years old

\*Equivalent to current equipment\*

Cost: Not Specified

**Warranty:**

One year parts/labor included.

Additional service contract, NOT INCLUDED in total bid would be \$6,400.00 annually.

**Processor: Remanufactured**

Konica Minolta SRX-101A Table Top Processor

Cost: Not Specified

**Warranty:**

Two years parts/labor included.

Additional service contract not provided in bid. Cost, NOT INCLUDED in total bid determined to be \$190.00 monthly, for a total of \$2,280.00 annually.

**Total Bid:**

**Cost: \$22,600.00**

*Central Illinois X-Ray  
501 South McClun Street  
Bloomington, Illinois 61701  
(309)-829-7223*

*Jim Larsen: Owner*

\*\*\*\*\*

**X-Ray Machine: Remanufactured**

GE AMX IV Portable X-Ray System

Age: 5-10 years old

\*More advanced technology/software\*

Cost: \$29,985.00

**Warranty:**

One year parts/labor included.

Additional service contract, NOT INCLUDED in total bid would be \$375.00 annually.

**Processor: New**

Hope MicroMax Automatic Processor

Cost: \$4,385.00

**Warranty:**

Two years parts/labor included.

Additional service contract, NOT INCLUDED in total bid would be \$685.00 annually.

**Total Bid:**

**Cost: \$34,370.00**

**Office of the Coroner  
McLean County  
MAR 2008 REPORT**

	<b>MAR 2008</b>	<b>MAR 2007</b>	<b>TYTD 2008</b>	<b>LYTD 2007</b>
<i>Cases</i>	<b>74</b>	<b>60</b>	<b>246</b>	<b>203</b>
<i>Autopsies</i>	<b>12</b>	<b>9</b>	<b>33</b>	<b>27</b>
<i>Out/County Autopsies</i>	<b>19</b>	<b>22</b>	<b>52</b>	<b>52</b>
<i>Inquests</i>	<b>0</b>	<b>5</b>	<b>4</b>	<b>14</b>
<i>Coroner Rule</i>	<b>4</b>	<b>-</b>	<b>14</b>	<b>-</b>

**MAR TOTAL DEPOSITS**

<i>Copy Fees</i>	\$ 470.00
<i>Morgue Fee</i>	3,514.00
<i>Reim/Services</i>	242.00
<i>Paid to Facilities Mgt</i>	758.00

**DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP**

Traffic Crash – 1

Medical/Sudden death – 4

Homicide – 0

Other (pending tox. & autopsy results and/or inquest ruling) – 8

**OPEN DEATH INVESTIGATIONS**

Traffic Crash – 1                      Homicide – 2

Medical/Sudden death – 6                      Other/Pending - 14

March 2008

## COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

### ADULT DIVISION

7 Officer Supervision Unit, 3 PSI Officers, and 1.5 Intake Officer

Total Caseload – 860 (856 last month)

Average caseload per officer 123 (122 last month)

Presentence Reports Completed – 23 (23 last month)

\* Total Workload Hours Needed – 1360.00 (1352.00 last month)

\*\* Total Hours Available - 1650.00

\* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

\*\* The number of work hours available to the division (11.5 officers working 150 hours each per month).

AOIC workload standards indicate **an additional -2.43 adult officers are needed.** (-2.49 last month)

### JUVENILE DIVISION

4 Officer Division

Total Caseload – 160 (163 last month)

Average caseload per officer 40 (41 last month)

Social History Reports Completed – 15 (16 last month)

\* Total Workload Hours Needed –664.50 (685.00 last month)

\*\* Total Hours Available 600.00

\* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

\*\* The number of work hours available to the division (4 officers working 150 hours each per month).

AOIC workload standards indicate **an additional 0.43 juvenile officers are needed.** 0.57 last month)

### EARLY INTERVENTION PROBATION (EIP)

2 Person unit with a maximum caseload of 30

Total caseload 22

Social History Reports 4

### DRIVING UNDER THE INFLUENCE UNIT

1 person unit with a maximum caseload of 40

Total Caseload – 51 (54 last month)

March 2008

## **SPECIAL PROGRAMS**

### **INTENSIVE PROBATION UNIT ADULT**

2 person unit with a maximum caseload of 40

Total Caseload – 35 (34 last month)

### **INTENSIVE PROBATION UNIT JUVENILE**

1 ½ person unit with a maximum caseload of 15

Total Caseload – 13 (10 last month)

### **JUVENILE INTAKE**

2 person unit

Total Preliminary Conferences – 35 (15 last month)

Total Caseload Informal Probation – 49 (33 last month)

Total Intake Screen Reports (juvenile police reports received) 152 (123 last month)

### **COMMUNITY SERVICE PROGRAM**

2 person unit

Total Caseload Adult - 579 (545 last month)

Total Caseload Juvenile – 44 (43 last month)

Total Hours Completed Adult – 5035.00 (\$26,433.75 Symbolic Restitution \$5.25)

Total Hours Completed Juvenile – 104.00 (\$546.00 Symbolic Restitution \$5.25)

Total Worksites Used – 43 (43 last month)

### **DOMESTIC VIOLENCE PROGRAM**

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload – 110 (115 last month)

Total Court Supervision/Conditional Discharge Caseload – 603 (600 last month)

### **PRETRIAL RELEASE PROGRAM**

1 person unit

Total number bond reports submitted – 32 (22 last month)

Total number of defendants released - 8 (10 last month)

### **DRUG COURT**

2 person unit

Total number in program – 30 active (28 last month)

## 2008

Dec

Request for Apprehension	3	1	1							
Residential Burglary	3	0	0							
Resisting Arrest	0	1	0							
Robbery	0	0	1							
Residence fo Minors Detained										
Bloomington	15	12	6							
Normal	1	1	4							
Anchor	1	1	0							
McLean	1	0	0							
Average Daily Population	10.5	11.7	13.5							
Average Daily Population:YTD	10.5	11.1	11.9							
Number of Days in Detention	325	340	420							
Revenue:	0	0	0							



2008  
Juvenile Detention Center

Ages of Minors Detained	Out of County											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	0	0	0	0								
11	0	0	0	0								
12	1	0	0	0								
13	0	0	0	0								
14	0	4	4	2								
15	6	4	3									
16	8	6	2									
17	1	0	0									
18	0	1	0									
<b>Sex of Minors Detained</b>												
Male	14	14	6									
Female	2	1	1									
<b>Race of Minors Detained</b>												
Caucasian	13	14	5									
African-American	3	1	2									
Hispanic	0	0	0									
<b>Offenses of Which Minor was Detained</b>												
Dispositional Detention	5	9	0									
Warrant	3	3	1									
Aggravated Battery	2	0	2									
Aggravated Criminal Sexual Abuse	1	0	0									
Burglary	1	0	0									
IDJJ	1	1	0									
Motor Vehicle Theft	1	0	0									
Possession of Controlled Substance on School Grounds	0	0	1									
Possession of Drug Paraphernalia	0	0	1									
Probation Violation	1	0	1									
Residential Burglary	1	0	0									
Sexual Contact with an Animal	0	1	0									
Unlawful Use of Weapon	0	1	1									
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

## 2008

**Out of County**

May 5, 2008

McLean County Board  
Justice and Public Safety Committee  
Bloomington, IL 61701

Re: Monthly Caseload - MONTH ENDING March 31, 2008

Dear Committee Members:

Pursuant to statute, I am forwarding this report to your attention and I am causing a copy to be filed with the Circuit Clerk's office of McLean County.

During the above-mentioned time period, in the discharge of our duties to indigent persons in McLean County we have been assigned the following new cases in the area set forth. The activities in which we are involved differ in no substantial manner from those which have earlier been reported.

CASE TYPES	MONTHLY TOTALS 2007	MONTHLY TOTALS 2008	YTD TOTALS 2007	YTD TOTALS 2008	% CHANGE YTD
FELONIES	99	110	277	279	1%
MISDEMEANORS	113	110	316	324	2%
DUI	24	19	71	75	5%
TRAFFIC	83	52	230	143	<61%>
JUVENILE	15	17	60	58	<3%>
(DELINQUENT)	9	7	25	29	14%
(ABUSE/NEGLECT)	6	10	35	29	<21%>
MENTAL HEALTH CASES	4	6	26	16	<63%>
Involuntary Commitment	4	6	23	16	<44%>
Medication Compliance Orders	0	0	3	0	<100%>
POST-CONVICTION & SVPCA CASES	0	0	0	0	0
TOTAL	338	314	980	969	<1%>

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING March 31, 2008**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	NEW MONTHLY TOTALS	YTD TOTALS	NEW PTR/REVIEW TOTALS
F	RON LEWIS	9	26	5
F	JAMES TUSEK	14	26	2
F	CARLA HARVEY	14	34	2
F	BRIAN MCELDFOWNEY	11	28	1
F	JOHN WRIGHT-C	7	21	N/A
F	TERRY DODDS-C	7	22	N/A
F	DAVID RUMLEY-C	7	20	N/A
F	KELLY HARMS	31	82	1
M	KELLY HARMS	0	0	0
F	MATTHEW KOETTERS	2	11	0
CM	MATTHEW KOETTERS	17	116	0
F	JENNIFER LOCKE	1	1	0
CM	JENNIFER LOCKE	50	152	2
CM	AMY RUPPER	43	43	1
DUI	AMY RUPPER	9	42	0
TR	AMY RUPPER	32	74	0
DUI	BARBARA BAILEY	10	33	0
TR	BARBARA BAILEY	20	66	0
JD	ART FELDMAN	7	29	4
JA	KELLY STACEY	1	13	N/A
JA	ROB KEIR	9	20	N/A
JA	MATTHEW KOETTERS	6	6	N/A
JA	ALAN NOVICK-C	1	4	N/A
PC/SVP	KEITH DAVIS-C	0	0	N/A
PVT	PRIVATE COUNSEL-CF	10	46	N/A
PVT	PRIVATE COUNSEL-CM	4	16	N/A
PVT	PVT COUNSEL-DUI/TR	5	26	N/A
W/D	WITHDRAWN-CF	0	5	N/A
W/D	WITHDRAWN-CM	2	5	N/A
W/D	WITHDRAWN-DUI/TR	2	3	N/A

PTR= Petition to Revoke Probation

F = Felony

J = Juvenile

O = Other

P.C.=Post Conviction Remedy Cases

C= Contract Attorney (6-7 Cases per Month)

DUI= DUI

TR= Traffic

M= Misdemeanor

March 2008 DISPOSITIONS

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	24	37	30
PLEA / LESSER	11	0	0
BENCH TRIAL / WIN	0	1	0
BENCH TRIAL / LOSS	0	1	0
JURY TRIAL / WIN	2	0	0
JURY TRIAL / LOSS	0	0	0
DISMISSED / UPFRONT	0	0	0
DISMISSED / TRIAL	0	13	0
KNOCKDOWN	0	0	0
DISMISSED PER PLEA	1	1	1
PRIVATE COUNSEL	10	4	5
PLEA / BLIND	0	0	0
REFILED AS FELONY	0	1	0
WITHDRAWN	0	2	2
DIRECTED VERDICT	0	0	0
P.D. DENIED/NOT RECOMMENDED	2	4	0

April 28, 2008

# McLean County State's Attorney's Office 2008 Case Load Report

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. 2008 YTD 2007 YTD Total 2008 Projected

## CRIMINAL

Felony	114	146	85	125									470	465	1,413	1,454
Misdemeanor	174	233	172	275									854	872	2,565	2,642
Asset Forfeiture	9	23	5	16									53	41	125	164
Mental Health	14	12	12	14									27	80	198	84
<b>Family Totals</b>	<b>54</b>	<b>63</b>	<b>41</b>	<b>67</b>									<b>225</b>	<b>218</b>	<b>751</b>	<b>696</b>
Family	31	34	25	42									132	136	479	408
Order of Protection	23	29	16	25									93	82	272	288
<b>Juvenile Totals</b>	<b>26</b>	<b>24</b>	<b>28</b>	<b>29</b>									<b>107</b>	<b>92</b>	<b>347</b>	<b>331</b>
Juvenile	0	1	0	0									1	0	3	3
Juvenile Abuse	13	12	24	17									66	50	190	204
Juvenile Delinquency	13	11	4	12									40	42	154	124
<b>Traffic Totals</b>	<b>2,385</b>	<b>3,147</b>	<b>2,336</b>	<b>3,411</b>									<b>11,279</b>	<b>11,369</b>	<b>35,053</b>	<b>34,888</b>
Traffic	2,289	3,077	2,269	3,316									10,951	11,097	34,199	33,874
DUI Traffic	96	70	67	95									328	272	854	1015

## CHILD SUPPORT

Paternity cases filed	9	2	9	16									36	39	131	111
Paternity cases established	4	6	11	4									25	38	102	77
Paternities excluded	1	0	4	6									11	10	27	34
Support Orders entered	66	52	108	105									331	251	800	1024
Modification proceedings filed	17	12	16	21									66	59	229	204
Modification proceedings adjudicated	19	8	30	25									82	61	205	254
Enforcement actions filed	46	44	68	79									237	171	595	733
Enforcement actions adjudicated	85	84	133	129									431	358	1,062	1,333
Hearings set before Hearing Officer	81	30	127	82									320	335	959	990
Orders prepared by Hearing Officer	74	30	126	80									310	308	866	959

2008 Projected = (2008 YTD/Day of Year) x 365 Days

n/c= not calculable

## ASSET FORFEITURE FUND

### STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

April 28, 2008

#### STATE'S ATTORNEY:


Beginning Balance 01/01/2008	\$ -21,518.23
(Reflects \$80,000 transfer to General Fund 12/31/02)	
(Reflects \$30,000 transfer to General Fund 12/31/03)	
Revenue	<u>7,097.53</u>
Total Funds Available	\$ <u>-14,420.70</u>
Expenditures	<u>1,753.58</u>
Fund Balance 04/28/08	\$ <u>-16,174.28</u>

#### SHERIFF:

Beginning Balance 01/01/2008	\$ 27,971.76
Revenue	<u>9,774.22</u>
Total Funds Available	\$ <u>37,745.98</u>
Expenditures	<u>500.00</u>
Fund Balance 04/28/08	\$ <u>37,245.98</u>

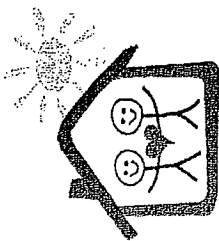
TOTAL FUND BALANCE	April 28, 2008	\$ 21,071.70
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# CAASA Monthly Statistics FY08

	New Children Cases Assigned	Child Cases Closed	Children Awaiting CAASA Assignment	Total Children Served	CAASAs Assigned	Total Number of Assigned CAASAs	Reported CAASA Volunteer Hours	CAASAs Trained	Reports Filed	Court Hearings Attended		
												
January	0	5	11	112	0	60	245	in progress	10	19		
February	5	9	19	108	1	60	202	in progress	9	16		
March	0	0	19	108	0	60	188	6	7	15		
April												
May												
June												
July												
August												
September												
October												
November												
December												
YTD Totals	5	14	19	112	1	63	635	6	26	50		



McLean County Children's Advocacy Center Monthly Statistics,  
March, 2008



2007 INTERVIEWS VIC/OTHER/TOT INT.	1st. INTERVIEW 2008 MONTH/YTD	JUV. SUSPECT INTERVIEW 2008	SIB/WITNESS INTERVIEW 2008	2ND INTERVIEW 2008	OUT OF COUNTY INTERVIEW 2008	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	16/6/22	10	0	0	1	11	11
FEBRUARY	40/2/42	22/32	0	4	1	28	39
MARCH	19/13/42	20/52	1	4	1	26	65
APRIL	11/7/18						
MAY	27/6/33						
JUNE	17/7/24						
JULY	15/1/16						
AUGUST	21/8/29						
SEPTEMBER	16/6/22						
OCTOBER	31/2/33						
NOVEMBER	9/8/17						
DECEMBER	21/9/30						
YEAR TO DATE TOTALS	243/75/318						
2007 YEAR END	243/75/318	20/52	1	8	3	65	65
	13% INCREASE OVER 2006						

REPORT A  
ACTIVITY OF ALL CIVIL CASES  
DURING THE MONTH OF MARCH 2008  
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
Adoption	28	AD	8	0	5	31	36
Arbitration	244	AR	81	7	98	234	253
Chancery	342	CH	50	0	62	330	293
Dissolution of Marriage	461	D	41	0	68	434	467
Eminent Domain	0	ED	0	0	0	0	1
Family	300	F	36	8	52	292	276
Law => \$50,000 - Jury	307	L	4	0	8	303	311
Law = > \$50,000 - Non-Jury	216	L	5	0	11	210	190
Law = < \$50,000 - Jury	2	LM	0	0	0	2	1
Law = < \$50,000 - Non-Jury	188	LM	76	4	64	204	175
Municipal Corporation	0	MC	0	0	0	0	0
Mental Health	4	MH	18	0	12	10	12
Miscellaneous Remedy	138	MR	13	0	14	137	156
Order of Protection	37	OP	21	0	12	46	24
Probate	1,134	P	20	0	8	1,146	1,094
Small Claim	768	SC	264	49	187	894	852
Tax	8	TX	0	0	0	8	7
TOTAL CIVIL	4,177		637	68	601	4,281	4,148

REPORT B  
 ACTIVITY OF ALL CRIMINAL CASES  
 DURING THE MONTH OF MARCH 2008  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
CONTEMPT OF COURT	4	C.C.	3	3	0	2	5	1
CRIMINAL FELONY	874	CF	121	121	0	71	924	899
CRIMINAL MISDEMEANOR	897	CM	252	252	5	190	964	1,193
TOTAL CRIMINAL	1,775		376	376	5	263	1,893	2,093

REPORT C  
 ACTIVITY OF ALL JUVENILE CASES  
 DURING THE MONTH OF MARCH 2008  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
JUVENILE	8	J	0	0	0	0	8	7
JUVENILE ABUSE & NEGLECT	438	JA	28	28	0	5	461	401
JUVENILE DELINQUENT	172	JD	8	8	2	5	177	91
TOTAL JUVENILE	618		36	36	2	10	646	499

REPORT D  
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES  
 DURING THE MONTH OF MARCH 2008  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
CONSERVATION VIOLATION	16	CV	4	0	0	20	12
DRIVING UNDER THE INFLUENCE	484	DT	89	0	78	495	531
ORDINANCE VIOLATION	891	OV	91	0	138	844	895
TRAFFIC VIOLATION	18,222	TR	3,976	34	4,722	17,510	18,558
TOTALS:	19,613		4,160	34	4,938	18,869	19,996

**REPORT E**  
**TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT**  
**IN ALL CATEGORIES**  
**DURING THE MONTH OF MARCH 2008**  
**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT**  
**MCLEAN COUNTY**

CASE NUMBER	FILING DATE	DATE OF VERDICT
07 CF 1219	11/15/07	03/12/08
07 TR 19195	07/18/07	03/17/08
07 CF 376	04/09/07	03/18/08
07 CF 721	07/09/07	03/18/08
07 CM 2348	11/26/07	03/18/08
07 DT 283	04/30/07	03/18/08
07 CF 375	04/09/07	03/19/08
07 CF 862	08/10/07	03/19/08
07 DT 421	06/22/07	03/19/08
06 CH 236	07/17/06	03/20/08
07 CF 797	07/27/07	03/20/08
07 CM 2079	10/16/07	03/20/08
07 DT 178	03/19/07	03/20/08

NOTE: THIS REPORT SHOULD NOT INCLUDE ANY REINSTATED CASES UNLESS TIME-LAPSE IS COMPUTED FROM DATE OF REINSTATEMENT.

REPORT F  
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)  
DURING THE MONTH OF MARCH 2008  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
MCLEAN COUNTY

NOT CONVICTED					CONVICTED			TOTAL DEFENDANTS DISPOSED OF
NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER (2) ****	ACQUITTED BY		GUILTY PLEA	
					BENCH TRIAL	JURY TRIAL	BENCH TRIAL	JURY TRIAL
7	0	1	0	4	1	2	55	1
								71

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

\*\*\*\*TRANSFERS TO WARRANT CALENDAR

REPORT F  
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)  
THROUGH THE MONTH OF MARCH 2008  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
MCLEAN COUNTY

MONTH	NOT CONVICTED								CONVICTED				TOTAL DEFENDANTS DISPOSED OF
	NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER (2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL			
						BENCH TRIAL	JURY TRIAL						
JAN	15	0	6	0	6	1	1	90	2	2	123		
FEB	7	0	4	1	0	1	1	89	0	3	106		
MAR	7	0	1	0	4	1	2	55	1	0	71		
APR	0	0	0	0	0	0	0	0	0	0	0		
MAY	0	0	0	0	0	0	0	0	0	0	0		
JUNE	0	0	0	0	0	0	0	0	0	0	0		
JULY	0	0	0	0	0	0	0	0	0	0	0		
AUG	0	0	0	0	0	0	0	0	0	0	0		
SEPT	0	0	0	0	0	0	0	0	0	0	0		
OCT	0	0	0	0	0	0	0	0	0	0	0		
NOV	0	0	0	0	0	0	0	0	0	0	0		
DEC	0	0	0	0	0	0	0	0	0	0	0		
TOTAL	29	0	11	1	10	3	4	234	3	5	300		

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.



REPORT G  
 SENTENCE OF DEFENDANTS CHARGED WITH FELONIES  
 DURING THE MONTH OF MARCH 2008  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL,  
 AND JURY TRIAL (FROM REPORT F). THIS TOTAL MUST EQUAL THE NUMBER OF FELONY  
 SENTENCES ON THE FELONY SENTENCE TABLE BELOW

TOTAL NUMBER OF CONVICTED FELONIES: 56

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	2	3	8	0	9	22
4. PROBATION	0	0	4	6	8	11	29
5. OTHER	0	0	0	0	2	3	5
TOTALS:	0	2	7	14	10	23	56

REPORT H  
ORDERS OF PROTECTION ISSUED  
DURING THE MONTH OF MARCH 2008  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	2	0	0
FAMILY (OP)	14	0	3
CRIMINAL	10	0	4
<b>TOTAL:</b>	26	0	7

REPORT A  
ACTIVITY OF ALL CIVIL CASES  
DURING THE FIRST QUARTER OF 2008  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
Adoption	30	AD	15	0	14	31	36
Arbitration	279	AR	178	24	247	234	253
Chancery	319	CH	144	0	133	330	293
Dissolution of Marriage	441	D	146	0	153	434	467
Eminent Domain	0	ED	0	0	0	0	1
Family	304	F	101	17	130	292	276
Law => \$50,000 - Jury	306	L	18	0	21	303	311
Law = > \$50,000 - Non-Jury	203	L	29	0	22	210	190
Law = < \$50,000 - Jury	1	LM	0	2	1	2	1
Law = < \$50,000 - Non-Jury	185	LM	263	11	255	204	175
Municipal Corporation	0	MC	0	0	0	0	0
Mental Health	4	MH	43	0	37	10	12
Miscellaneous Remedy	134	MR	44	0	41	137	156
Order of Protection	32	OP	73	0	59	46	24
Probate	1,119	P	68	0	41	1,146	1,094
Small Claim	840	SC	653	100	699	894	852
Tax	8	TX	0	0	0	8	7
TOTAL CIVIL	4,205		1,775	154	1,853	4,281	4,148

REPORT B  
 ACTIVITY OF ALL CRIMINAL CASES  
 DURING THE FIRST QUARTER OF 2008  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
CONTEMPT OF COURT	2	C.C.	8	8	0	5	5	1
CRIMINAL FELONY	848	CF	373	373	3	300	924	899
CRIMINAL MISDEMEANOR	1,036	CM	651	651	10	733	964	1,193
TOTAL CRIMINAL	1,886		1,032	1,032	13	1,038	1,893	2,093

REPORT C  
 ACTIVITY OF ALL JUVENILE CASES  
 DURING THE FIRST QUARTER 2008  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
JUVENILE	8	J	1	1	0	1	8	7
JUVENILE ABUSE & NEGLECT	431	JA	53	53	0	23	461	401
JUVENILE DELINQUENT	154	JD	31	31	8	16	177	91
TOTAL JUVENILE	593		85	85	8	40	646	499

REPORT D  
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES  
 DURING THE FIRST QUARTER 2008  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
CONSERVATION VIOLATION	19	CV	12	0	11	20	20
DRIVING UNDER THE INFLUENCE	489	DT	252	2	248	495	507
ORDINANCE VIOLATION	927	OV	433	0	516	844	737
TRAFFIC VIOLATION	18,753	TR	11,040	141	12,424	17,510	18,035
TOTALS:	20,188		11,737	143	13,199	18,869	19,299

**REPORT E**  
**TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT**  
**IN ALL CATEGORIES**  
**DURING THE FIRST QUARTER OF 2008**  
**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT**  
**MCLEAN COUNTY**

CASE NUMBER	FILING DATE	DATE OF VERDICT
07 CF 609	06/11/07	01/09/08
07 DT 544	08/17/07	01/14/08
07 CF 1075	10/09/07	01/14/08
07 CM 1414	07/09/07	01/15/08
07 CF 753	07/17/07	01/15/08
07 CM 1660	08/13/07	01/15/08
07 CF 884	08/20/07	01/15/08
07 DT 562	08/27/07	01/16/08
07 TR 20144	07/30/07	01/17/08
07 TR 20959	10/26/07	02/19/08
07 TR 28998	10/29/07	02/19/08
07 CF 1095	10/12/07	02/20/08
07 CF 152	02/02/07	02/20/08
07 TR 27228	10/11/07	02/20/08
07 CM 1451	07/13/07	02/21/08
07 CM 1904	09/18/07	02/21/08
07 CF 1219	11/15/07	03/12/08
07 TR 19195	07/18/07	03/17/08
07 CF 376	04/09/07	03/18/08
07 CF 721	07/09/07	03/18/08
07 CM 2348	11/26/07	03/18/08
07 DT 283	04/30/07	03/18/08

REPORT E  
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT  
IN ALL CATEGORIES  
DURING THE FIRST QUARTER OF 2008  
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
MCLEAN COUNTY

07 CF 375	04/09/07	03/19/08
07 CF 862	08/10/07	03/19/08
07 DT 421	06/22/07	03/19/08
06 CH 236	07/17/06	03/20/08
07 CF 797	07/27/07	03/20/08
07 CM 2079	10/16/07	03/20/08
07 DT 178	03/19/07	03/20/08



REPORT F  
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)  
DURING THE FIRST QUARTER OF 2008  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
MCLEAN COUNTY

NOT CONVICTED										CONVICTED			TOTAL DEFENDANTS DISPOSED OF
NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER (2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL				
					BENCH TRIAL	JURY TRIAL							
29	0	11	1	10	3	4	234	3	5	300			

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

REPORT G  
 SENTENCE OF DEFENDANTS CHARGED WITH FELONIES  
 DURING THE FIRST QUARTER OF 2008  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL,  
 AND JURY TRIAL (FROM REPORT F). THIS TOTAL MUST EQUAL THE NUMBER OF FELONY  
 SENTENCES ON THE FELONY SENTENCE TABLE BELOW

TOTAL NUMBER OF CONVICTED FELONIES: 242

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	10	12	27	10	44	103
4. PROBATION	0	0	8	24	28	57	117
5. OTHER	0	0	0	0	8	14	22
TOTALS:	0	10	20	51	46	115	242

REPORT H  
ORDERS OF PROTECTION ISSUED  
DURING THE 1ST QUARTER 2008  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	6	0	2
FAMILY (OP)	52	0	24
CRIMINAL	21	0	12
TOTAL:	79	0	38